

MEMORANDUM OF UNDERSTANDING

Between

CAREERSOURCE BROWARD

and

BROWARD COUNTY, FLORIDA

For Cooperative Workforce Training and Employment Efforts

July 1, 2023, to June 30, 2026

This Memorandum of Understanding under the Workforce Innovation and Opportunity Act (WIOA) is entered into by and between CareerSource Broward (CSBD) (the administrative entity for the Broward Workforce Development Board, Inc., (BWDB) and CareerSource Council of Elected Officials), and Broward County, Florida (County) under the Workforce Innovation and Opportunity Act (WIOA) Pub. L. 113 – 128, 29 U.S.C. 3101.

RECITALS

WHEREAS, WIOA Section 121(c)(1) requires that the Broward Workforce Development Board, Inc. (BWDB), in concert with the CareerSource Council of Elected Officials (CSBD Council), enter into a Memorandum of Understanding (MOU) consistent with WIOA Section 121(c)(2) with Broward County, Florida; and

WHEREAS, the MOU must describe how County will coordinate with CSBD and the One-Stop Partners (OS Partners) to operate the One-Stop Delivery System (OS Delivery System) in the Broward Workforce Development Area under WIOA; and

WHEREAS, the MOU must describe how County will support the infrastructure and operating costs of the OS Delivery System in the Broward Workforce Development Area; and

WHEREAS, the MOU must be the product of discussion and agreement between the BWDB and the CSBD Council, as represented by CSBD, and County in accordance with 20 CFR 678.500(a); and

WHEREAS, CSBD (representing the BWDB and the CSBD Council) has met with and worked with County and the One-Stop Operator (OSO) to develop the terms of this MOU.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

I. Purpose

- a. The purpose of this MOU is to describe County's role as an OS Partner and how CSBD, the County, and the other OS Partners will coordinate their funding streams, resources, and personnel to serve their mutual customers through the comprehensive One-Stop Career Center (OS Center) located at 7550 Davie Road Extension, Hollywood, FL 33024 and its affiliate centers located at 2610 Oakland Park Blvd., Oakland Park, FL 33311 and 4941 Coconut Creek Pkwy, Coconut Creek, FL 33063.
- b. The description shall include:
 1. The services to be provided through the OS Delivery System,
 2. The manner in which services will be coordinated and delivered among the OS Partners through the OS Delivery System,
 3. The manner in which the costs of maintaining and delivering services through the OS Delivery System will be shared as expressed in an Infrastructure Funding Agreement (IFA) agreed to by the parties and attached as **Exhibit A**,
 4. The methods of referral among the OS Partners to ensure the most effective and highest quality services for their mutual customers.

II. Name and Location of the Comprehensive One-Stop Center

The BWDB and the CSBD have established one comprehensive OS Center to serve job-seekers and employers in the Broward Workforce Development Area which is the South Center located at: 7550 Davie Road Extension, Hollywood, FL 33024.

III. WIOA Required OS Partner Agencies

The WIOA requires collaboration of agencies (OS Partners) providing federally funded workforce development programs within local workforce development areas to provide infrastructure support and program staffing for an integrated comprehensive one-stop career center that provides an array of employment services and connects customers to work related training and education.

- a. The Broward Workforce Development Area participating OS Partners, their services, and relevant acts are as follows:

Services and Acts	One-Stop Legislative Partner
WIOA Title I Adult, Dislocated Worker, and Youth Programs	The CSBD Council and the BWDB
WIOA Title IV Vocational Rehabilitation (VR)	The Florida Department of Education, Division of Vocational Rehabilitation
WIOA Title II Adult Education and Family Literacy Act (AEFLA)	The School Board of Broward County, Florida
WIOA Title III Wagner-Peyser Employment Service	The State of Florida Department of Commerce (DEO)
WIOA Title V Older Americans Act	The AARP Foundation, Inc. and the Urban League of Palm Beach County, Inc.
Veterans Employment and Training	The State of Florida Department of Commerce (DEO)
Community Services Block Grant (CSBG)	Broward County, Florida
Trade Adjustment Assistance Act	The State of Florida Department of Commerce (DEO)
Unemployment Insurance (UI)	The State of Florida Department of Commerce (DEO)
Temporary Assistance for Needy Families/WTP	The State of Florida Department of Commerce (DEO)
Supplemental Nutrition Assistance Program (SNAP)	The State of Florida Department of Commerce (DEO)
Carl Perkins Career and Technical Education	The School Board of Broward County, Florida and the District Board of Trustees of Broward College, Florida
Second Chance Act	OIC of South Florida, Inc.

b. The following agencies are not currently providing employment and training services in the Broward Workforce Development Area: the Migrant and Seasonal

Farm Workers Program, Youth Build, the Native American Programs, and Housing and Urban Development Employment and Training.

IV. The OS Partners Vision and Goals

CSBD and the OS Partners met with the OSO selected by the BWDB and the CSBD Council, to develop a vision and common goals for the OS Delivery System. The vision and goals form the foundation of this MOU as follows:

a. The OS Partner Vision

The strategic vision for WIOA implementation is to enhance alignment of workforce, education and economic development systems through improved service integration that provides businesses with skilled, productive, and competitive talent and Broward County residents with employment, education, and training that reduce welfare dependence and increase opportunities for economic self-sufficiency, high skill and high wage careers, and lifelong learning.

b. The OS Partner Goals

To achieve the shared vision, the OS Partners have developed and agreed to the goals listed below.

1. Promote accountable, transparent, and data driven workforce investment through performance measures, monitoring and evaluation that informs strategies, drives operational excellence, and empowers an effective and efficient workforce delivery system.
2. Bring together citizens, employers, and educational providers to develop programs to support high-quality education, training, and employment services to meet regional workforce needs.
3. Encourage employers by engaging and identifying their needs and educating and connecting them to the workforce system to produce innovative workforce solutions.
4. To align Broward County community services to maximize employment and work opportunities for targeted populations comprised of veterans, youth, individuals with disabilities, older workers and returning citizens.

c. Goal Implementation

To implement these goals, the OS Partners, in cooperation with the OSO, are committed to:

1. Meeting twice a year to discuss continuous improvement of the OS Delivery System.
2. Reviewing the MOU annually and during the last meeting of each program

year for the purpose of modifications which shall be made by consensus.

3. Maintaining minutes of the meetings to ensure follow up. Minutes shall be the responsibility of the OSO.

V. OS Partner and OS Center Values

- a. The WIOA Title I staff and OS Partners situated at the comprehensive OS Center and the OS Partners connected through technology share a common belief that:
 1. Infusing a sense of achievement in their job-seekers through skills attainment and employment results in a workforce ready to meet the future.
 2. Employers will invest in the local workforce area when a skilled workforce is available to them.
- b. This is accomplished through:
 1. Providing customers with easy access to integrated basic career services, individualized career services, training services, placement, and follow-up.
 2. The welcome process in the OS Center as well as the welcome process for each technologically connected OS Partner location.
 3. The intake process which includes a referral and follow up process that ensures each customer will receive career services appropriate to their needs.
 4. The initial skills assessment.
 5. Available services.
 6. Pathways to a wide range of training services to improve customer employment opportunities through skill upgrading, skill validation, and credentialing.
- c. OS Partners coordinate their respective services with services which are available only through the OS Center. OS Partners can sequence or co-enroll customers so customers can receive basic literacy skills and skills advancement through a traditional classroom or a work-based training option.
- d. OS Delivery Services include individualized informational presentations for area businesses that provide information on work opportunity tax credits, opportunity zones, federal bonding, on-the-job training, registered apprenticeships, staffing services through job order listings and scheduled recruitments in the OS Centers.

VI. One-Stop Partner Services

- a. History

1. In 2019 the BWDB and CSBD Council approved the issuance of a request for quotes (RFQ) for an OSO.
 2. Three proposals were received and reviewed by CSBD staff for responsiveness. A Review Committee comprised of BWDB members reviewed the proposals, interviewed proposer representatives, rated and ranked the proposals, and recommended Workforce Guidance Associates, LLC to the BWDB and CSBD Council.
 3. In 2022 the BWDB and CSBD Council approved the issuance of a new RFQ for an OSO.
 4. One proposal was received and reviewed by CSBD staff for responsiveness. A Review Committee comprised of BWDB members reviewed the proposal, interviewed proposer representative(s), rated and ranked the proposal, and recommended Workforce Guidance Associates, LLC to the BWDB and CSBD Council.
- b. Access to Skills Attainment
1. A primary objective of the Florida Governor, and therefore of the OS Partners, is to increase the self-sufficiency of Broward County citizens and residents. To accomplish this, the OS Partners work with customers to assist them in following a career pathway that includes skill attainment. Skill attainments command higher wages.
 2. Skilled workers can expect to find businesses and jobs located around centers of an available and able workforce.
- c. The Provision of Integrated Services
1. Comprehensive integrated services are offered to customers of the OS Centers or by referral to an OS Partner.
 2. Customers of the OS Centers first access Wagner Peyser services through CSBD guided and co-located employment service staff. Employment service staff offer one-on-one services to customers. Customers who need more than minimal assistance, access to workshops, or job search resources are referred to WIOA funded Title I OS Center staff.
 3. Customers meet with OS Center staff on a one-on-one basis so customers' needs can be assessed, and they can be directed to products and services within the OS Delivery System to help them meet their individual employment and skill attainment goals.
 4. OS Partner staff participate in cross-training on programs offered through the OS Center and in the community so they can make appropriate and meaningful referrals.
 5. The OSO meets with the County and the other OS Partners at a minimum of twice a year to review cross referrals, barriers to services, and new discretionary grants offering additional opportunities.

6. The OS Partners review technology solutions and make recommendations to enhance services offered.
- d. Responsibilities of County
 1. County agrees to share in the planning, implementation, and operation of the OS Delivery System and OS Center with the assistance of the OSO, as provided for herein.
 2. County and all OS Partners agree to assist and participate in capacity building and professional development opportunities for all staff to ensure an understanding of OS Partner programs.
 - e. Description of the Comprehensive OS Center Services
 1. The County is committed to an integrated, coordinated system which reduces duplication and encourages cost efficiencies while expanding services to our customers.
 2. The County is committed to offering priority of services to veterans, public assistance recipients, low-income individuals, and individuals who are basic skills deficient when providing basic career services, individualized career services, and training services.
 3. The OS Partners worked diligently to map services provided to job-seekers and business customers in the CSBD workforce development area. The chart below details how each OS Partner provides services through the OS Delivery System.

OS Partner Program	Services to be provided through the OS Centers or via Technology Connection
WIOA Title I Adult, Dislocated Worker and Youth Programs A core partner	Integrative Staffing Group is the procured staffing company that employs the WIOA Title I Adult, Dislocated Worker and Youth Program staff located in the OS Centers. All OS Partners have a direct linkage to Title I services through the referral process.
WIOA Title IV Vocational Rehabilitation (VR) A core partner	WIOA Title IV VR is co-located at the Comprehensive OS Center and follows the mall approach which calls for a lease with CSBD. OIC of South Florida can refer customers through the OS Delivery System or the established referral process. All OS Partners participate in OS Partner meetings and have a representative on the BWDB.

OS Partner Program	Services to be provided through the OS Centers or via Technology Connection
WIOA Title II, Adult Education and Family Literacy Act (AEFLA)	The School Board of Broward County, Florida WIOA Title II AEFLA staff is not co-located; however, there is a technological connection. In addition, there is sub-grant agreement for the delivery of GED services to out of school youth. OS Partners have a direct linkage to AEFLA services through the referral process. The School Board of Broward County, Florida has a representative on the BWDB.
WIOA Title III, Wagner-Peyser Employment Service A core partner	WIOA Title III Wagner-Peyser Employment Service staff are co-located and guided by the One-Stop Manager at the OS Centers. DEO allocates funds to local boards for the guidance and management of Wagner Peyser staff. CSBD cost allocates these funds for infrastructure and operation of the OS Centers. CSBD funded Title I staff and employment service staff provide access to self-help or minimal assistance services as needed including assistance to employers with job orders, matching, and placement. OS Partner customers can register for Wagner Peyser services online, come into an OS Center or participate in the referral process. Employment service staff attend the OS Partner meetings.
WIOA Title V, Older Americans Act, Senior Community Service Employment Program (SCSEP)	WIOA Title V Older Americans Act. AARP FOUNDATION staff is co- located in the Comprehensive OS Center and have a lease with CSBD in accordance with the mall approach. Some Title V participants also have a Work Experience assignment in the OS Center. The Urban League of Palm Beach County (ULPB) participates through technology, and they assign a specific case manager to work on referrals and cross referrals. All OS Partners can link to Title V services through the referral and cross referral process. Title V staff participate in OS Partner meetings.

OS Partner Program	Services to be provided through the OS Centers or via Technology Connection
Veterans Employment and Training	Veterans Representatives are co-located at all OS Centers. Veterans Representatives see customers on a walk-in and by appointment basis. Veterans' staff participate in the referral and cross referral process. They also participate in OS Partner meetings. CSBD is allocated funds by DEO to guide and manage the staff. Their participation in the funding of the infrastructure and operation of the OS Delivery System is done through cost allocation of the DEO allocation to CSBD.
Community Services Block Grant (CSBG)	OS Partners link to CSBG services through the technology and referral process. CSBG staff participate in the OS Partner meetings. CSBG is managed by Broward County and often contributes to the CSBD Summer Program. The OS Center and CSBG connect through technology by assigning a specific case manager. Support services available are key for eligible WIOA Adults and Dislocated Worker participants after exit during follow-up.
Trade Adjustment Assistance Act	Trade Adjustment Assistance Act (Trade Act) staff are co-located in the OS Center and funded through an allocation from DEO. Their participants are co-enrolled in WIOA Title I Dislocated Worker programs. Like Dislocated Worker programs participants are referred and cross referred among OS Partners. Staff participate in OS Partner meetings. Funds are cost allocated to cover their share of costs in the OS Center.
Unemployment Insurance (UI)	All Wagner-Peyser and WIOA Title I staff are trained to give basic UI information to customers and help with UI claims. There are dedicated phone lines in the OS Center for customers who need additional assistance. Funds are awarded to CSBD by DEO and cost allocated to cover their share of costs in the OS Center.

OS Partner Program	Services to be provided through the OS Centers or via Technology Connection
Supplemental Nutrition Assistance Program (SNAP) Employment and Training Services	All OS Partners have a direct link to SNAP services through the referral process. There are specific staff assigned to provide SNAP case management. Funds are awarded to CSBD by DEO and cost allocated to cover the SNAP share of costs in the OS Center.
Carl Perkins Act	The School Board of Broward County, Florida and Broward College are co-located; however, there is a technological connection. Both OS Partners have a direct linkage to AEL through the referral process.
Second Chance Act	This program is administered by OIC of South Florida and they participate through technology and assigns a specific case manager to work on referrals and cross referrals. All OS Partners can link to Second Chance services through the referral and cross referral process. Second Chance staff participate in OS Partner meetings.

4. CSBD has three infrastructure options: 1. Co-location using a “mall approach”, 2. a technology approach, and 3. cost allocation for all OS Partner funds administered by CSBD.
 - i. The Mall Approach - Using a mall approach for the OS Partners who co-locate at an OS Center provides infrastructure support through a type of lease arrangement. Each OS Partner is responsible for taking care of their own needs within their space. these OS Partners budget at the beginning of the year for the space they occupy. They commit to that space regardless of whether their funds are reduced or staffing decreases or increases, the dedicated space stays the same for the duration of the year as it would in a mall lease. The lease charge is stable for the year. The OS Partner is responsible for all costs related to their space.
 - ii. The Technology Approach - The technology approach is also impervious to funding increases and decreases. It is a minimal cost so the OS Partners don't have to struggle with budget concerns. These OS Partners commit to maintaining a page or partial page on the CSBD website.
 - iii. The Cost Allocation Approach – Cost allocation is not an optional method. It is required for all OS Partner grant funds awarded by DEO to CSBD and

the other local boards. If awarded discretionary grants, CSBD allocates a portion of the costs to support the OS infrastructure and operations.

5. OS Partners not co-located, regardless of funding, agree to assign a position to be the main contact for inquiries regarding OS Partner programs and for a "warm hand off" of a customer through referral. Technology connections include the phone, Zoom or similar technology allowing for intakes and assessment to occur concurrently for more than one program and may take place in the OS Center regardless of the OS Partner's location.
 6. OS Partners commit to a position, not a person, so personnel changes have little impact on the referral of customers among the OS Partners.
- f. A detailed WIOA services matrix has been created for the OS Center. The service matrix includes the OS Partners and the services they provide and is attached as Exhibit B.

VII. Data Sharing

- a. WIOA, federal, and state laws determine safeguards specific to the databases of the various OS Partner funding streams.
 1. Broward County and CareerSource Broward agree:
 - i. To share data and technology as appropriate in serving job-seekers, including obtaining signed releases to be able to share information among the necessary OS Partners to deliver needed services;
 - ii. To maintain the confidentiality of customers' information;
 - iii. To safeguard Personal Identifying Information (PII), as PII is defined under Florida Statutes Section 501.171, *et seq.*; and
 - iv. To notify the appropriate OS Partner in the event of a breach.

VIII. Procurement of the OSO

- a. CSBD followed the process established in 2 CFR Part 200.318-326, U.S. Department of Labor's Training and Employment Guidance Letter 35-10, and DEO guidance in procuring and selecting their OSO.
- b. The OSO was selected through a competitive process. The OSO meets regularly with the OS Partners to plan, address continuous improvement, monitor referrals and accessibility among the OS Partners.
- c. The OS Partners agree that the OSO shall be responsible for:
 1. Coordinating required services delivery in the OS Center and ensuring that the services are being delivered to OS Center customers.

2. Serving as a liaison between the WIOA Title I staff and the OS Partners.
 3. Reviewing the MOU annually to ensure it is up to date.
 4. Monitoring OS Partners adherence to the terms of the MOU.
 5. Facilitating and/or delivering training to ensure the OS Partners are aware of basic services offered by each of the OS Partners.
 6. Continuously working on improving the OS Delivery System by focusing the OS Partners on coordination and integration of OS Partner services.
 7. Ensuring CSBD Career Center services are market-driven and that labor market information is available and accessible.
 8. Monitoring OS Partners' referrals.
 9. Convening biannual OS Partner meetings, setting the agenda, recording minutes, and working with the OS Partners on future plans.
- d. The OSO may not:
1. Participate in the development or submission of the local 4-year plan.
 2. Be responsible for oversight of themselves.
 3. Manage or participate in the OSO procurement process.
 4. Select or terminate themselves or service providers.
 5. Negotiate local performance.
 6. Develop the CSBD budget.

IX. Administration and Operations Management

- a. CSBD provides oversight over the procured OSO by:
1. Attending partner meetings and participating in partner activities
 2. Reviewing quarterly reports provided by the OSO detailing the OSO activities which must include:
 - i. Coordination of OS Center required career services with the OS Partners.
 - ii. Educating all the OS Partners regarding universally available basic career services.
 - iii. Monitoring service delivery to ensure services meet customer expectations.
 - iv. Serving as liaison between the OS Partners to ensure each OS Partner has an equal voice regarding effective ways to deliver OS Partners' workforce services.
 - v. Facilitating OS Partner and Employer Services staff joint meetings to plan and deliver joint partner recruitment and job fairs.

- vi. Coordination with other community organizations to participate in community events for outreach and to publicize available OS Partners workforce services.

X. Shared Funding Process for Infrastructure Costs

a. OS Operating Budget

1. This is determined by a negotiation between the BWDB as represented by CSBD and the OS Partners to determine how the costs and operating costs of the OS Center will be supported as expressed in the IFA found at **Exhibit A**, which is a part of and incorporated into this MOU in accordance with WIOA § 121(c)(1), 20 CFR 678.500(b)(2)(i), 34 CFR 361.500(b)(2)(i), and 34 CFR 463.500(b)(2)(i).
2. All OS Partners were a part of the discussions agreeing to the methodology presented. Individual one-on-one negotiations were conducted to finalize discussions and to iron out the details. CSBD has successfully negotiated to arrive at a cash contribution from each OS Partner.
3. It is the belief of the BWDB that:
 - i. All OS Partners must contribute cash to support the OS Center.
 - ii. People and organizations value what they pay for.
 - iii. A low-cost solution must be available to ensure every mandatory and non-mandatory approved OS Partner can participate.
4. CSBD has offered 2 options to the OS Partners, 1) the mall approach and 2) the technological approach. CSBD cost allocates grant awards as appropriate to ensure grants bear their fair share.
 - i. CSBD fiscal staff determined the cost of maintaining the OS Center rent, utilities, common space, and related costs and arrived at a cost per square foot. Co-located OS Partners were presented with the inclusive cost per square foot for the space that they occupy. All co-located OS Partners pay for the square feet they occupy based on the calculation as determined by the CSBD fiscal staff. All formula grants, DEO allocations for co-located and managed partners, and discretionary grants, regardless of whether they are WIOA or another funding stream, are charged their fair share of the maintenance of the OS Center through cost allocation and funding decisions as determined by the CSBD President/CEO and Senior Vice President Fiscal Sr. VP Fiscal.
 - ii. CSBD uses a "Mall" approach for determining the costs attributable to co-located OS Partners. Each co-located OS Partners is responsible for covering their service delivery operating costs as if they were leasing space in a "Mall".

- iii. CSBD Fiscal staff worked with CSBD Information Technology staff to calculate the cost of a presence on the CSBD website, including utilities, maintenance, updates, and space and were able to establish an annual cost of \$215.49 per provider for a page on the CSBD website.
- iv. All non-co-located OS Partners are technologically connected as stated in the "One-Stop Operations Guidance for the American Job Center Network" from the U.S. Department of Labor, Employment & Training Administration, Office of Workforce Investment on 1/18/17, the OS Partners "uses technology to achieve integration and expanded service offerings" and by "making available a direct linkage through technology to a program staff member who can provide meaningful information or services" pursuant to Training and Employment Guidance Letter (TEGL) 16 -16, 20 CFR 678.305(d), 34 CFR 361.305(d), and 34 CFR 463.305(d).
- v. OS Partners technologically connected may connect to customers via telephone, ZOOM, TEAMS or GOTOMEETING applications which allow for face-to-face interface and joint case management and counseling sessions as needed and appropriate. Generally, the initiating OS Partner uses their license to connect to the other OS Partner.

5. As described herein:

- i. The technology approach is impervious to funding increases and decreases.
- ii. CSBD is able to offer a minimal cost solution - OS Partners don't have to struggle with budget concerns as budgets increase and decrease.
- iii. OS Partners commit to a page and the cost of its maintenance on the CSBD website.
- iv. OS Partners not co-located, regardless of funding assign a position to be the main contact for inquiries regarding OS Partner programs and for a "warm hand off" of a customer through referral. Technology connections also include the phone for quick contacts and offers Zoom or similar technology for face-to-face intakes and assessment.
- v. OS Partners commit to indicate a position and/or a staff person as the designated contact, so personnel changes have little or no impact on the referral of customers among OS Partners.
- vi. Cost is stable.

6. Other Contributors - At this time only mandatory partners are participating in the OS Delivery System.

b. Funding of Services and Operating Costs/Infrastructure Funding Agreement

- 1. Per 20 CFR 678.700-755 and 678.760; 34 CFR 361.700-755 and 361.760; and 34 CFR 463.700-755 and 463.760, OS Partners must contribute to the

infrastructure costs and operating costs of the OS Center based on their proportionate use. Because OS Partners' contributions must be an allowable expenditure in accordance with each OS Partners' program guidelines as well as under 2 CFR 200 et al, the OS Partners developed options that allowed each agency to meet their WIOA obligation while complying with their program requirements.

2. By the authority vested in the signatory for County, the County agrees to the methodology for infrastructure funding as described in the IFA, Exhibit

XI. Grievance and Complaints

County and CSBD will utilize the grievance and complaint procedures applicable to nondiscrimination complaints as outlined in WIOA for mutual customers utilizing the OS Center.

XII. Dispute Resolution and Law, Jurisdiction, Venue, Waiver of Jury Trial

a. Dispute Resolution

The Parties will attempt to resolve disputes concerning implementation of this MOU at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they will be referred to the management staff of the respective partner (such as the Director of the County's Family Success Administration Division) and the OSO selected by BWDB for discussion and resolution.

b. Law, Jurisdiction, Venue, Waiver of Jury Trial

This MOU will be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this MOU will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, relating to, or in connection with this MOU must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS MOU, CSBD AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS MOU.**

XIII. The OS System Referral Process

- a. In accordance with WIOA, the OS Partners have agreed on how referrals and cross referrals will be accomplished between the OS Partners.

1. The vision of the OS Partners as expressed through this MOU is to utilize a

referral process which will:

- i. Provide customers with seamless access to services across all programs.
 - ii. Provide job-seekers and employers with the information they need to be successful.
2. Access to Services: To accomplish the vision the OS Partners agree to include in their assessment process consideration of services available through each of the OS Partners including universal or basic career services available to the general public.
3. As described above the OS Center provides access to the programs and services of all the required OS Partners. This is accomplished by the following steps:
- i. Customers are guided to the job search tools of the OS resource center.
 - ii. Employment service or WIOA staff provide general assistance or identify the appropriate OS Partner service.
 - iii. Individuals needing referral are then guided to access the appropriate OS Partner program by being directed to a co-located OS Partner or being assisted to immediately connect to an appropriate OS Partner through technology via phone and /or a web-based video conferencing platform such as Zoom for an initial assessment. The OS Centers also provide direct linkage via email to OS Partner program staff.
 - iv. In accordance with the agreed upon OSO's responsibility, OSO program staff are trained sufficiently to familiarize them with all services available through all the OS Partners. This ensures the staff have the competency and skills necessary to assist customers when applying for program benefits or services.
 - v. All required OS Partner program staff, in accordance with training facilitated by the OSO, shall be sufficiently knowledgeable about the other OS Partner programs and services to screen an applicant to determine appropriate referrals.
 - vi. To the extent possible, referring OS partner staff shall directly contact the recipient of the referral to facilitate seamless delivery of services and shall inform the customer regarding what to expect as a result of the referral to ensure a "warm handoff."
- b. A special referral process has been agreed to by the OS Partners for Unemployment Insurance (UI). In accordance with WIOA, UI claimants must be provided with "meaningful" assistance when filing UI claims. This is critical to the OS Partners as well, as often they are also assisting the unemployed.
1. All OS Center staff receive training sufficient to familiarize them with the

online claims filing system. Staff must be able to explain claimants' rights and responsibilities so they can understand the UI publications and correspondence.

2. County customers coming in or referred to the OS Center for UI meaningful assistance receive:
 - i. OS Center on-site assistance from resource room staff trained in filing UI claims.
 - ii. Phone or other technology provided assistance, as long as the assistance is by trained and available staff.
 - iii. Access to a priority phoneline for claimants to speak directly with UI staff with little to no wait.
 - iv. An electronic feedback system which staff can access to refer potential UI eligibility issues to the UI staff for investigation.
 3. Other UI assistance beyond filing assistance is provided by state UI staff.
 4. The Parties agree to the following definition of meaningful services. It is the provision of the contact information necessary for onsite and technologically connected OS Partners to consult with customers. It is the delivery of initial assessment simultaneous with the customers' visit to the CSBD Career Center. It is the scheduling of an appointment for the customer. The referral form also provides for a release so that information can be exchanged among the OS Partners.
- c. Customer referrals shall be made using the electronic referral form in the OS Partner portal, "Crosswalk".
1. The Parties agree that appointments will be set within three business days of receiving a referral, and the customer will be contacted two days prior to their appointment to confirm the appointment. Customers shall be informed regarding documents they need to bring to their appointment.

All referrals must include the following information:

Date of Referral
Name of Referring (OS Partner) Organization
Referring OS Partner Contact Staff Person
Contact Person Phone and Email
Name of Organization (OS Partner) Receiving the Referral
Referring OS Partner Contact Staff Person

Contact Person Phone and Email
Name of Customer being referred
Customer's Address, Phone number, and Email
Reason for the Referral
Confirmation of receipt from the Recipient Agency

2. Feedback and Follow-Up: When a referral is made, customer feedback shall be solicited through a sampling of follow-up calls to be initiated by the OSO to discuss the services provided and next steps.
3. County agrees to note referrals as appropriate in their respective data management systems and notice of the referral shall be emailed to the case managers' supervisors. Supervisors shall maintain a master list of referrals on a monthly basis. The OSO shall work with the OS Partners to track and report on referrals.

XIV. Accessibility

- a. All OS Partners agree to conduct their activities in a discrimination free environment that promotes employment opportunities to all job-seekers, in accordance with WIOA Section 188.
- b. All customers shall have equal access to all OS Partner services provided through the OS Centers. The OS Partners agree to comply with the Americans with Disability Act of 1990 and its amendments (the ADA).
- c. Each OS Partner shall follow their organization's equal opportunity policies and procedures for reasonable accommodations under the ADA.
- d. Physical Accessibility
 1. The OS Center is in compliance with the requirements of physical accessibility, including ADA compliance.
 2. Private offices are available to help customers and staff with confidentiality, noise levels, and concentration.
 3. CSBD will revisit the OS Center's accessibility from time to time to ensure continuing compliance with all equal opportunity, non-discrimination, and ADA requirements.
 4. All non-discrimination, equal opportunity, and ADA accommodations posters are displayed so they are visible to customers and staff. Staff are trained to assist customers with their accessibility needs. The South OS Center has been updated for physical accessibility. There are designated handicapped parking spots near the building.

5. The OS Center is located within walking distance of public transportation and other workforce development and social service offices. The OS Center is accessible by car, bike, or public transportation.
- e. Programmatic Accessibility: The OS Partners are aware that the OS Center provides a welcoming environment to all customers entering the OS Delivery System. Accessibility is available to customers and to OS Partners.
1. County staff has been trained how to use the technology in the OS Centers.
 2. OS Partners that need to access the OS Center tools for their customers can visit the OS Center or refer their customers in accordance with the referral mechanism provided for under this MOU. Accessibility is made available by offering the following tools:
 - i. Signage
Signage announces accommodations and special assistance available from auxiliary and auditory aids to assistive-technology and program materials in a variety of accessible formats. Customers are able to access these tools even if they do not disclose that they have a barrier.
 - ii. English Language Learners
Interpretation services are available via Accessible Communication for the Deaf ACD, through phone, video, onsite interpreting, document translations as well as training for bilingual staff and interpreters.
 - iii. Physical Accommodations
Individuals in wheelchairs or who are small or large in stature can work at a kiosk with adjustable desktops and chairs. A trackball mouse and alternative keyboards are also available to assist customers.
 - iv. Vision
Low vision software, large screens and screen enlargement software is available. MS Office also provides accessible software.
 - v. Hearing Loss
For individuals with mild to moderate hearing loss, staff have access to an assistive listening device to assist customers in one-on-one or group settings. Staff is also familiar with the Florida Relay service as an alternative communication tool for individuals who are deaf, hard-of-hearing, deaf/blind, or with a speech impairment. Staff also have access to UBI DUO devices.
 - vi. General Disability
As Vocational Rehabilitation has a presence in the OS Center, they are immediately available for WIOA and OS Partner referrals.

vii. Accessibility Maintenance

In addition to Vocational Rehabilitation and Services for the Blind, Adult Education, and Literacy are available for consultation to ensure accessibility can be maintained at its highest level.

viii. Professional Development

All OS Partners agree to share professional development training regarding accessibility, discrimination, quality services, and continuous improvement.

- f. By being a party to this MOU, the County has reiterated its commitment to adopting policies and procedures in compliance with the ADA to provide equal access to all customers. The County further agrees to review their organization's ADA policies on a yearly basis to ensure policies are up to date.

XV. Human Resource Management

Commonly developed expectations for customer service will be incorporated into each OS Partner's performance evaluation system. All OS Partners agree to conduct regular performance reviews in accordance with their organization's policies and procedures.

XVI. One-Stop Delivery System Performance Criteria

- a. The OS Partners agree that the OS Delivery System will strive to achieve these standards of quality service for its customers, employees, and OS Partners:
1. All customers will receive prompt and courteous service from the staff.
 2. All customers will receive the services designed to assist customers in achieving their educational and/or job placement goals.
 3. All employees can expect to work in a safe and professional environment.
 4. All employees can expect to receive the best tools to achieve the desired outcome for their customers.
 5. All OS Partners will deliver meaningful services.
 6. All OS Partners will participate in the 3-year schedule of one-stop certification as required by WIOA.
 7. All OS Partners agree to share aggregate performance information based upon the performance applicable to their program funding streams.
- b. OS Partner performance will be an indication of the strength of each OS Partner's collaboration. The goal is for the OS Partners to understand each other's performance to further integration and to work toward assisting each other to exceed the measures for their program funding streams. The OS Partners agree

to review performance annually.

XVII. Governance of the One-Stop Delivery System

- a. The ultimate accountability and responsibility for the OS Delivery System organizational processes, services, and accomplishments rests with the CSBD, the OSO, and the OS Partners.
- b. The BWDB's and CSBD Council's Responsibilities
 1. To develop and execute the MOU with the OS Partners.
 2. Develop and update the local 4-year plan.
 3. Select the OSO and terminate the OSO if needed.
 4. Conduct oversight of the local OS Delivery System and the OSO.
 5. Serve as a convener of the OS Partners.
- c. The OSO's Responsibilities
 1. Ensure the OS Partners coordinate services and adhere to the terms of this MOU.
 2. Serve as a liaison between CSBD, their Title I staff, and the OS Partners.
 3. Provide or facilitate training to ensure the OS Partner staff are knowledgeable regarding each other's services, accessibility, and non-discrimination policies.
 4. Ensure that the OS Center staff deliver the services promised to customers.
 5. Work with the OS Partners for continuous improvement in coordinating and integrating service delivery that is market-driven.
 6. Monitor and report on the effectiveness of the referral processes.
 7. Convene biannual OS Partner meetings, composing agendas, recording minutes, and distributing action steps.
 8. Be knowledgeable of the performance standards of all OS Partners and communicate the measures to all the OS Partners.
 9. Ensure accessibility to services for individuals with barriers.
 10. Assist the CSBD in meeting OS Center certification.
- d. OS Partner's responsibilities
 1. Provide access to programs and services through the OS Delivery System, including appropriate career services.
 2. Support development of an integrated and coordinated customer- centered service delivery design.

3. Share infrastructure costs.
4. Co-enroll customers as needed.
5. Share information as agreed to by the OS Partners.
6. Share performance data regarding shared customers.

XVIII. Duration, Modification, and Revisions

- a. The parties agree that this MOU replaces the MOU entered into during program year 2019-2021 and will take effect July 1, 2023, or when executed by all the parties, whichever date is earlier.
- b. This MOU will remain in effect until June 30, 2026, unless otherwise modified because of a change in the law, federal or state policy, or a request from one of the parties.
- c. The parties agree to review the MOU annually.
- d. The MOU may be mutually negotiated and modified to reflect changes in the terms, conditions, or scope of work, subject to entry into a written amendment. County, through its County Administrator, may approve and execute any amendment to this MOU, including to extend the term or change the scope of services, but such authority does not extend to amendments that increase County's share of the infrastructure costs, operating costs, or funding obligations to more than the amount pre-approved by the County's Board of County Commissioners. All amendments are subject to review by the Office of the County Attorney, prior to approval and execution by the County Administrator.
- e. The terms of the infrastructure costs and operating costs agreed to in the IFC will take effect as of July 1, 2023, and will continue in effect until June 30, 2026, with adjustments reviewed at least annually to ensure a fair and equitable proration of costs.

XIX. Partial Void

Should any part of this MOU be found to be null and void or is otherwise stricken, the balance of this MOU shall remain in full force and effect.

XX. Termination

- a. Any party to this MOU may rescind their agreement to participate in the MOU by notifying CSBD in writing at least 60 days in advance of its effect.
- b. This MOU shall terminate June 30, 2026, and may be renewed and extended upon agreement of the OS Partners.

XXI. Independent Contractor

The Parties are each independent contractors under this MOU. In providing services under this MOU, none of the parties or their agents will act as officers, employees, or agents of any other party. Neither Party will not have the right to bind the other Party to any obligation not expressly undertaken by that Party under this MOU.

XXII. Use of Broward County Logo

Except as specifically authorized in the MOU (including the IFA at Exhibit A), CSBD must not use Broward County, Florida's name, logo, or otherwise refer to this MOU in any marketing or publicity materials without the prior written consent of Broward County, Florida, through its Family Success Administration Division Director in conjunction with its Office of Public Communications, as necessary.

XXIII. Governmental Immunity

Except to the extent sovereign immunity may be deemed waived by entering into this MOU, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this MOU. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and will be responsible for the acts and omissions of its agents or employees to the extent required by applicable law.

XXIV. Insurance

The Parties are public entities subject to 768.28, Florida Statutes, and each Party will furnish the other, upon request, with written verification of liability protection in accordance with state law prior to final execution of this MOU.

Each Party will maintain such insurance as is appropriate to its own organization. Each Party will conduct itself in accordance with the tenets (principles) of good faith in the execution of its responsibilities.

XXV. Agency or Employment Relationship

No provision of this MOU will be construed as creating an agency or employment relationship between the Parties. The Parties agree that they are responsible for the actions of their representatives and employees with regard to all aspects of this MOU.

XXVI. Public Records

County and CSBD are public agencies subject to Chapter 119, Florida Statutes. Each Party (as a separate public entity) is responsible for directly responding to each request it receives for records made or received by each Party in conjunction with this MOU and will provide the applicable public records in response to such request. In addition, CSBD will notify County of the receipt and content of such request by sending an email to nmoffitt@broward.org (with a copy to kasmith@broward.org) within one (1) business day from receipt of such request. Likewise, County will notify CSBD of the receipt and content of such request by sending an email to rdaniels@careersourcebroward.com (with a copy to njackson@careersourcebroward.com) within one (1) business day from receipt of such request.


XXVII. Signature in Counterparts

This MOU may be executed in multiple identical counterparts, whether signed physically or electronically, all of which will constitute one agreement.


EXECUTION PAGES

By their signatures below, CareerSource Broward and Broward County, Florida attest to participation in the development of this MOU and agree to abide by its terms and conditions as well as with the terms and conditions of the Infrastructure Funding Agreement (IFA). By signing below, each party warrants and represents that the person signing this MOU has the authority to bind that party and that participation in the MOU is not in violation of any By-law, Covenant and/or other restriction placed upon them by their respective entity.

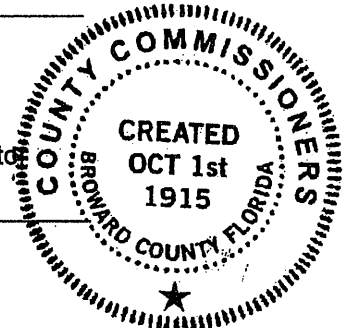
FOR BROWARD COUNTY

ATTEST:  _____ L.S.
Christina Daly

 _____ L.S.
STACY LYSENGEN

BY:  _____
(Signature)

Print Name: Monica Cepero
Title: County Administrator
Date: 10/20/23



Reviewed and approved as to form:
Andrew J. Meyers, County Attorney

By: **Ronald Honick** Digitally signed by Ronald Honick
Date: 2023.10.18 15:14:40 -0400

Ronald Honick
Assistant County Attorney

FOR CAREERSOURCE BROWARD

ATTEST: [Signature] L.S.
[Signature] L.S.

BY: [Signature]
(Signature)
Printed Name: Tim Ryan
Title: Chair, CSBD Council of Elected
Officials
Date: 10-26-2023

ATTEST: [Signature] L.S.
[Signature] L.S.

BY: [Signature]
(Signature)
Printed Name: Heiko Dobrikow
Title: Chair, BWDB
Date: 10-26-23

ATTEST: [Signature] L.S.
[Signature] L.S.

BY: [Signature]
(Signature)
Printed Name: Carol Hylton
Title: President/CEO,
CareerSource Broward
Date: 10-25-23

Approved as to form
by the CareerSource Broward General Council
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: [Signature]
Rochelle J. Daniels, General Counsel

Exhibit A

Infrastructure Funding Agreement (IFA)

The purpose of this Infrastructure Funding Agreement is to delineate each party's responsibilities for sharing of infrastructure and operating costs for the applicable OS Center.


1. County and CSBD recognize that infrastructure costs, in accordance with 20 CFR 678.500(b), 34 CFR 361.500(b) and 34 CFR 463.500(b) are applicable to all OS Partners, regardless of whether they are physically located in CSBD'S OS Center. Pursuant to the United States Department of Labor's Training and Employment Guidance Letter No. 17- 16 ("USDOL TEGL 17-16"), each OS Partner's contributions to the infrastructure costs may vary as these contributions are based on the proportionate use and relative benefit received, consistent with the OS Partner programs' authorizing laws and regulations and the Uniform Guidance.
2. Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the OS Center. Non-personnel costs are defined by USDOL TEGL 17-16 and include, but are not limited to:
 - a. Rental of the facilities;
 - b. Utilities and maintenance;
 - c. Equipment, including assessment- related products and assistive technology for individuals with disabilities; and,
 - d. Technology to facilitate access to the OS Center, including technology used for the OS Center's planning and outreach activities.
3. County has chosen to utilize technology to facilitate access to the OS Center, including technology used for the OS Center's planning and outreach activities (WIOA sec. 121(h)(4), 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)). BROWARD COUNTY will provide all art, logos, and content to submit to CSBD for publication within 30 days of execution of this agreement.
4. Upon the receipt of proper invoice(s) at least thirty (30) days prior to the payment due date as applicable or by the due dates below, County will pay CSBD the total of Six Hundred Forty-six Dollars and 47/100 Cents (\$646.47) in three (3) separate payments of Two Hundred Fifteen Dollars and 49/100 Cents (\$215.49) for the following periods:
 - a. July 1, 2023 through June 30, 2024, payable by October 31, 2023.
 - b. July 1, 2024 through June 30, 2025, payable by October 31, 2024.
 - c. July 1, 2025 through June 30, 2026, payable by October 31, 2025.

5. County will pay for the costs associated with its participation in the OS Center as described above, subject to Section XX., TERMINATION. The Parties may mutually negotiate costs at the time of subsequent written amendments, subject to Section XVIII., DURATION, MODIFICATION, AND REVISIONS.
6. In the event a consensus is not reached regarding infrastructure costs, this shall be reported to each OS Partner's local governing entity, so that the governing entities can make an additional effort to reach agreement between the Parties. Should this effort fail, the Parties will report their inability to reach consensus regarding the infrastructure costs to the Governor, who may invoke the State Funding Mechanism. In such instances, the Parties agree to abide by the Governor's determination.

By the signatures below, County agrees to be responsible for the costs associated with their participation in the OS Center which shall be paid by October 31st of each year until such time as the costs are renegotiated at which time the MOU and/or IFA will be amended.

FOR BROWARD COUNTY

ATTEST


 _____ L.S.
 Christina Daly


 _____ L.S.
 STACY LYSENGEN

BY: 

(Signature)
 Print Name: Monica Cepero
 Title: County Administrator
 Date: 10/20/23



Reviewed and approved as to form:
 Andrew J. Meyers, County Attorney

Digitally signed by Ronald Honick
 Honick
 Date: 2023.10.18 15:15:01
 -04'00'
 By: Ronald Honick
 Assistant County Attorney

FOR CAREERSOURCE BROWARD

ATTEST:

[Signature] L.S.

[Signature] L.S.

[Signature]

BY: _____
(Signature)

Printed Name: Tim Ryan
Title: Chair, CSBD Council of Elected
Officials

Date: 11-09-2023

ATTEST:

[Signature] L.S.

[Signature] L.S.

BY: [Signature]
(Signature)

Printed Name: Heiko Dobrikow
Title: Chair, BWDB

Date: 11-06-2023

ATTEST:

Michelle Williams L.S.

Michelle Williams L.S.

[Signature]

BY: [Signature]
(Signature)

Printed Name: Carol Hylton
Title: President/CEO,
CareerSource Broward

Date: 10-25-23

Approved as to form
by the Career Source Broward General Council
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: _____
Rochelle J. Daniels, General Counsel

Exhibit B

Matrix of One-Stop Partners and Services Provided in Broward County

One-Stop Partner	Governance	Services Provided
The School Board of Broward County, Florida	WIOA Title II Adult Education and Family Literacy Act DOE	The program is designed to help adults get the basic skills they need including reading, writing and math, English language proficiency to be productive workers. Adult Education and literacy activities include adult education, literacy, workplace adult education, family literacy activities, English language acquisition, workforce preparation and integrated education and training.
The District Board of Trustees of Broward College, Florida The School Board of Broward County, Florida	Carl D. Perkins Career and Technical Education Act DOE	Provide career-technical education programs and integrate academic and career-technical instruction at both the secondary and postsecondary levels. The program emphasizes high-skill, high-wage, high-demand occupations to enable students to secure employment upon completion of their training.
Division of Vocational Rehabilitation	Rehabilitation Act of 1973 DOE	Federal-state program that helps people who have physical or mental disabilities get or keep a job. Main purpose of the program is to help people with disabilities find and maintain employment or enhance their independence. Services include employment programs, Ticket to Work, Deaf, Hard of Hearing and Deaf/Blind Services, transition youth and independent living programs.
AARP Foundation Urban League of Palm Beach County	Older Americans Act Title V DOL	Senior Community Employment Service Program is a community service and work-based job training program for older Americans. The program provides training for low-income, unemployed seniors.
Broward County's Family Success Division	Community Services Block Grant HHS	The program is designed to help low-income individuals and families do a variety of things: secure and retain meaningful employment; attain an adequate education; improve the use of available income, obtain adequate housing and obtain emergency assistance including rental and utility payment assistance.

One-Stop Partner	Governance	Services Provided
OIC of South Florida	Second Chance Act DOJ	The program's goal is to reduce recidivism and improve outcomes for people returning from state and federal prisons, local jails, and juvenile facilities.
CareerSource Broward	Adult, Dislocated, Youth Formula Funds WIOA Title 1 DOL	Program helps job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.
CareerSource Broward	Jobs for Veterans DOL	Employment and training services are provided to veterans of the U.S. Armed Forces. Priority of service requirement for covered persons (i.e., veterans and eligible spouses, including widows and widowers) in qualified job training programs.
CareerSource Broward	Trade Adjustment Act DOL	This program assists workers who have been laid off or whose jobs have been threatened (e.g., reduced hours or reduced wages) because of foreign trade or competition. The TAA program provides resources to help trade-affected workers obtain new skills and find suitable employment.
State of Florida	Wagner Peyser, WIOA Title II DOL	Services provided through this national employment program include job search assistance, recruiting assistance for employers and matching services for job seekers and employers.
CareerSource Broward	TANF HHS	Programs helps low-income families with children achieve economic self-sufficiency by providing monthly cash assistance payments.
State of Florida	Unemployment Compensation DOL	Provides temporary financial assistance to unemployed workers who meet the requirements.

MEMORANDUM OF UNDERSTANDING
between
CAREERSOURCE BROWARD
and
URBAN LEAGUE OF PALM BEACH COUNTY

July 1, 2023 to June 30, 2026

This Memorandum of Understanding is entered into by and between CareerSource Broward (CSBD), on behalf of the Broward Workforce Development Board, Inc., (BWDB) and on behalf of the CareerSource Council of Elected Officials (CSBD Council), as their administrative entity, and the Urban League of Palm Beach County under the Workforce Innovation and Opportunity Act (WIOA) Pub. L. 113 – 128, 29 U.S.C. 3101.,

RECITALS

WHEREAS WIOA Section 121(c)(1) requires that the BWDB, in concert with the CSBD Council, enter into a Memorandum of Understanding (MOU) consistent with WIOA Section 121(c)(2) with the Urban League of Palm Beach County; and

WHEREAS, the MOU must describe how Urban League of Palm Beach County will coordinate to operate the One-Stop Delivery System (OS Delivery System) in the Broward Workforce Development Area under WIOA; and

WHEREAS, the MOU must describe how Urban League of Palm Beach County will support the infrastructure and operating costs of the OS Delivery System in the Broward Workforce Development Area; and

WHEREAS, the MOU must be the product of discussion and agreement between the BWDB and the CSBD Council, as represented by CSBD and Urban League of Palm Beach County in accordance with 20 CFR 678.500 (a); and

WHEREAS, CSBD representing the BWDB and the CSBD Council has met with and worked with the Urban League of Palm Beach County and the One-Stop Operator (OSO) to develop the terms of this MOU;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

I. Purpose

- a. The purpose of this MOU is to describe how the Urban League of Palm Beach County will coordinate their funding streams, resources, and personnel to serve their mutual customers through the comprehensive One-Stop Career Center (OS Center) located at 7550 Davie Road Extension, Hollywood, FL 33024 and its affiliate centers located at 2610 Oakland Park Blvd., Oakland Park, FL 33311 and 4941 Coconut Creek Pkwy, Coconut Creek, FL 33063.

b. The description shall include:

1. The services to be provided through the OS (One-Stop) Delivery System.
2. The manner in which services will be coordinated and delivered among One Stop partners through the OS Delivery System.
3. The manner in which the costs of maintaining and delivering services through the OS Delivery System will be shared as expressed in an Infrastructure Funding Agreement (IFA) agreed to by all the parties.
4. The methods of referral between the one stop centers and the Urban League of Palm Beach County to ensure the most effective and highest quality services for their mutual customers.

II. Name and Location of the Comprehensive One-Stop Center

The BWDB and the CSBD have established one comprehensive OS Center to serve job-seekers and employers in the Broward Workforce Development Area which is the South Center located at: 7550 Davie Road Extension, Hollywood, FL 33024.

III. The Parties to the MOU

This MOU is the result of a collaborative agreement between the CSBD Council and the Urban League of Palm Beach County.

a. The One-Stop Legislative Partners (One Stop Partners)

One-Stop Legislative Partner	Represented By
WIOA Title I Adult, Dislocated Worker and Youth Programs	The CSBD Council and the BWDB
WIOA Title III Wagner-Peyser Employment Service	The State of Florida Department of Economic Opportunity
Senior Employment Services	Urban League of Palm Beach County
Veterans Employment and Training	The State of Florida Department of Economic Opportunity
Trade Adjustment Assistance Act	The State of Florida Department of Economic Opportunity
Unemployment Insurance	The State of Florida Department of Economic Opportunity
Temporary Assistance for Needy Families/WTP	The State of Florida Department of Economic Opportunity
Supplemental Nutrition Assistance Program (SNAP)	The State of Florida Department of Economic Opportunity

- b. The One Stop partners not participating in this MOU are the Migrant and Seasonal Farm Workers Program, Youth Build, the Native American Programs, and Housing and Urban Development Employment and Training. These agencies are not currently providing employment and training services in the Broward Workforce Development Area.

IV. The One Stop Partners Vision and Goals

CSBD and the One Stop Partners met with the OS Operator (OSO) selected by the BWDB and the CSBD Council, to develop a vision and common goals for the OS Delivery System on September 14, 2022. Providers were given several weeks to edit/modify the goals as needed and provide feedback to the OSO. The vision and goals form the foundation of this MOU as follows:

a. The OS Partner Vision

The strategic vision for WIOA implementation is to enhance alignment of workforce, education and economic development systems through improved service integration that provides businesses with skilled, productive, and competitive talent and Broward County residents with employment, education, and training that reduce welfare dependence and increase opportunities for economic self-sufficiency, high skill and high wage careers, and lifelong learning.

b. The OS Partner Goals

To achieve the shared vision, the One Stop Partners have developed and agreed to the goals listed below.

1. Promote accountable, transparent, and data driven workforce investment through performance measures, monitoring and evaluation that informs strategies, drives operational excellence and empowers an effective and efficient workforce delivery system
2. Bring together citizens, employers, and educational providers to develop programs to support high-quality education, training, and employment services to meet regional workforce needs.
3. Encourage employers by engaging and identifying their needs and educating and connecting them to the workforce system to produce innovative workforce solutions.
4. To align Broward County community services to maximize employment and work opportunities for targeted populations comprised of veterans, youth, individuals with disabilities, older workers and returning citizens.

c. Goal Implementation

To implement these goals, the one stop partners including Urban League of Palm Beach County, in cooperation with the OSO, are committed to:

1. Meeting twice a year to discuss continuous improvement of the OS Delivery System.

2. Reviewing the MOU annually and during the last meeting of each program year for the purpose of modifications which shall be made by consensus.
3. Maintaining minutes of the meetings to ensure follow up. Minutes shall be the responsibility of the OSO.

V. OS Partner and OS Center Values

- a. The WIOA Title I staff and One Stop partners situated at the Comprehensive OS Center and other One Stop partners connected through technology share a common belief that:
 1. Infusing a sense of achievement in their job-seekers through skills attainment and employment results in a workforce ready to meet the future.
 2. Employers will invest in the local workforce area when a skilled workforce is available to them.
- b. This is accomplished through:
 1. Providing customers with easy access to integrated basic career services, individualized career services, training services, placement and follow-up
 2. The welcome process in the OS Center as well as the welcome process for each technologically connected OS Partner location
 3. The intake process which includes a referral and follow up process that ensures each customer will receive career services appropriate to their needs
 4. The initial skills assessment
 5. Available services
 6. Pathways to a wide range of training services to improve customer employment opportunities through skill upgrading, skill validation, and credentialing
- c. The One Stop partners coordinate services with services available only through the OS Center. One Stop partners can sequence or co-enroll customers so they can receive basic literacy skills and skills advancement through a traditional classroom or a work-based training option.
- d. OS Delivery Services include individualized informational presentations for area businesses that provide information on Work Opportunity Tax Credits, Opportunity Zones, Federal Bonding, On-the-Job Training, Registered Apprenticeships, staffing services through Job Order Listings and scheduled recruitments in the OS Centers.

VI. One-Stop Partner Services

a. History

1. In 2019 the BWDB and CSBD Council approved the issuance of a request for

quotes (RFQ) for an OSO.

2. Three proposals were received and reviewed by CSBD staff for responsiveness. A Review Committee comprised of BWDB members reviewed the proposals, interviewed proposer representatives, rated and ranked the proposals and recommended Workforce Guidance Associates, LLC to the BWDB and CSBD Council.
3. In 2022 the BWDB and CSBD Council approved the issuance of a new request for quotes (RFQ) for an OSO.
4. One proposal was received and reviewed by CSBD staff for responsiveness. A Review Committee comprised of BWDB members reviewed the proposals, interviewed proposer representatives, rated and ranked the proposals and recommended Workforce Guidance Associates, LLC to the BWDB and CSBD Council.

b. Access to Skills Attainment

1. A primary objective of the Florida Governor, and therefore of the One Stop partners is to increase the self-sufficiency of Broward County citizens and residents. To accomplish this, Urban League of Palm Beach County works with customers to assist them in following a career pathway that includes skill attainment. Skill attainments command higher wages.
2. Skilled workers can expect to find businesses and jobs located around centers of an available and able workforce

c. The Provision of Integration of Services

1. Comprehensive integrated services are offered to customers of the OS Centers or by referral to an OS Partner.
2. Customers of the OS Centers first access Wagner Peyser services through CSBD guided and co-located employment service staff. Employment service staff offer one-on-one services to customers. Customers who need more than minimal assistance, access to workshops, or job search resources are referred to WIOA funded Title I OS Center staff.
3. Customers meet with OS Center staff on a one-on-one basis so their needs can be assessed, and they can be directed to products and services within the OS Delivery System to help them meet their individual employment and skill attainment goals.
4. OS Partner staff participate in cross-training on programs offered through the OS Centers and in the community so they can make appropriate and meaningful referrals.
5. The OSO shall meet with the Urban League of Palm Beach County and the other one stop partners at a minimum of twice a year to review cross referrals, barriers to services, and new discretionary grants offering additional opportunities.

6. The One Stop partners shall review technology solutions and make recommendations to enhance services offered.

d. Responsibilities of the Urban League of Palm Beach County

1. Urban League of Palm Beach County agrees to share in the planning, implementation, and operation of the OS delivery System and OS Center with the assistance of the OSO, as provided for herein.
2. All one stop partners agree to assist and participate in capacity building and professional development opportunities for all staff to ensure an understanding of OS Partner programs.

e. A Description of the Comprehensive OS Center Services

1. The One Stop partners are committed to an integrated, coordinated system which reduces duplication and encourages cost efficiencies while expanding services to our customers.
2. The One Stop partners are committed to offering priority of services to veterans, public assistance recipients, low-income individuals, and individuals who are basic skills deficient when providing basic career services, individualized career services, and training services.
3. The chart below details each One Stop partners' participation in the development of all components of the MOU.

OS Partner	Services to be provided through the OS Centers or via Technology Connection
WIOA Title I Adult, Dislocated Worker and Youth Programs A core partner.	Integrative Staffing Group is the procured staffing company that employs the WIOA Title I Adult, Dislocated Worker and Youth Program staff located in the OS Centers. All One Stop partners have a direct linkage to Title I services through the referral process.
WIOA Title IV Vocational Rehabilitation (VR) A core partner	WIOA Title IV VR is co-located at the Comprehensive OS Center and follows the mall approach which calls for a lease with CSBD. Urban League of Palm Beach County can refer customers through the OS Delivery System or the established referral process. All One Stop partners participate in OS Partner meetings and have a representative on the BWDB.

OS Partner	Services to be provided through the OS Centers or via Technology Connection
<p>WIOA Title III Wagner-Peyser Employment Service.</p> <p>A core partner</p>	<p>WIOA Title III Wagner-Peyser Employment Service staff are co-located and guided by the One-Stop Manager at the OS Centers. DEO allocates funds to local boards for the guidance and management of Wagner Peyser staff. CSBD cost allocates these funds for infrastructure and operation of the OS Centers. CSBD funded Title I staff and employment service staff provide access to self-help or minimal assistance services as needed including assistance to employers with job orders, matching, and placement. One Stop partners' customers can register for Wagner Peyser services online, come into an OS Center or participate in the referral process. Employment service staff attend the One Stop partners' meetings.</p>
<p>SCSEP Title V Older Americans Act</p>	<p>WIOA Title V Older Americans Act. AARP FOUNDATION staff is co- located in the Comprehensive OS Center and have a lease with CSBD in accordance with the mall approach. Some Title V participants also have a Work Experience assignment in the OS Center. The Urban League of Palm Beach County (ULPB) participates through technology, and they assign a specific case manager to work on referrals and cross referrals. All One Stop partners can link to Title V services through the referral and cross referral process. Title V staff participate in OS Partner meetings.</p>
<p>Veterans</p>	<p>Veterans Representatives are co-located at all OS Centers. Veterans Representatives see customers on a walk-in and by appointment basis. Veterans' staff participate in the referral and cross referral process. They also participate in One Stop partner meetings. CSBD is allocated funds by DEO to guide and manage the staff. Their participation in the funding of the infrastructure and operation of the OS Delivery System is done through cost allocation of the DEO allocation to CSBD</p>

OS Partner	Services to be provided through the OS Centers or via Technology Connection
Community Service Block Grant (CSBG)	One Stop partners link to CSBG services through the technology and referral process. CSBG staff participate in the OS Partner meetings. CSBG is managed by Broward County and often contributes to the CSBD Summer Program. The OS Center and CSBG connect through technology by assigning a specific case manager. Support services available are key for eligible WIOA Adults and Dislocated Worker participants after exit during follow-up
Trade Adjustment Assistance Act	Trade Adjustment Assistance Act (Trade Act) staff are co-located in OS Center and funded through an allocation from DEO. Their participants are co-enrolled in WIOA Title I Dislocated Worker programs. Like Dislocated Worker programs participants are referred and cross referred among One Stop partners. Staff participate in OS Partner meetings. Funds are cost allocated to cover their share of costs in the OS Center.
Unemployment Insurance (UI)	All Wagner-Peyser and WIOA Title I staff are trained to give basic UI information to customers and help with UI claims. There are dedicated phone lines in the OS Center for customers who need additional assistance. Funds are awarded to CSBD by DEO and cost allocated to cover their share of costs in the OS Center.
Supplemental Nutrition Assistance Program (SNAP) Employment and Training Services	All One Stop partners have a direct link to SNAP services through the referral process. There are specific staff assigned to provide SNAP case management. Funds are awarded to CSBD by DEO and cost allocated to cover the SNAP share of costs in the OS Center.
Second Chance Act	This program is administered by OIC of South Florida and they participate through technology and assigns a specific case manager to work on referrals and cross referrals. All One Stop partners can link to Second Chance services through the referral and cross referral process. Second Chance staff participate in OS Partner meetings.

4. The One Stop partners worked diligently to map services provided to job-seekers and business customers in the CSBD workforce development area. The chart above details how each OS Partner provides services through the OS Delivery System.
5. CSBD has three infrastructure options:
 1. Co-location using a "mall approach",
 2. a technology approach, and
 3. cost allocation for all OS Partner funds administered by CSBD.
 - i. The Mall Approach - Using a mall approach for the One Stop partners who co-locate at an OS Center provides infrastructure support through a type of lease arrangement. Each OS Partner is responsible for taking care of their own needs within their space. These One Stop partners budget at the beginning of the year for the space they occupy. They commit to that space regardless of whether their funds are reduced or staffing decreases or increases, the dedicated space stays the same for the duration of the year as it would in a mall lease. The lease charge is stable for the year. The OS Partner is responsible for all costs related to their space.
 - ii. The Technology Approach - The technology approach is also impervious to funding increases and decreases. It is a minimal cost so the One Stop partners don't have to struggle with budget concerns. These One Stop partners commit to maintaining a page or partial page on the CSBD website
 - iii. The Cost Allocation Approach – Cost allocation is not an agreed to method. It is required for all OS Partner grant funds awarded by DEO to CSBD and the other local boards. If awarded discretionary grants, CSBD allocates a portion of the costs to support the OS infrastructure and operations.
6. One Stop partners not co-located, regardless of funding, agree to assign a position to be the main contact for inquiries regarding OS Partner programs and for a "warm hand off" of a participant through referral. Technology connections include the phone, Zoom or similar technology allows for intakes and assessment to occur concurrently for more than one program and may take place in the OS Center regardless of the OS Partner's location.
7. One Stop partners commit to a position, not a person, so personnel changes have little impact on the referral of participants among the One Stop Partners.
- f. A detailed WIOA services matrix has been created for the OS Center. The service matrix includes the One Stop partners along with current contact information for questions and referrals. Each OS Partner has also listed the services they provide.

VII. Data Sharing

- a. WIOA, federal, and state laws determine safeguards specific to the databases of the various OS Partner funding streams.
 1. Urban League of Palm Beach County agrees:

- i. To share data in accordance with the State of Florida Shared Data Confidentiality Policy
- ii. To share data and technology as appropriate in serving job-seekers. This may include obtaining signed releases to be able to share information among the necessary One Stop partners to deliver needed services
- iii. To maintain the confidentiality of participants' information
- iv. To safeguard Personal Identifying Information (PII) used to track participants prior to sharing participant information
- v. To notify the appropriate OS Partner in the event of a breach

VIII. Procurement of the OSO

- a. CSBD followed the process established in 2 CFR Part 200.318-326, U.S. Department of Labor's Training and Employment Guidance Letter 35-10, and DEO guidance in procuring and selecting their OSO.
- b. The OSO was selected through a competitive process. The OSO communicates regularly with the One Stop partners to plan, address continuous improvement, monitor referrals and accessibility among the One Stop partners.
- c. One Stop partners agree that the OSO shall be responsible for:
 - 1. Coordinating required services delivery in the OS Center and ensuring that the services are being delivered to OS Center customers
 - 2. Serving as a liaison between the WIOA Title I staff and One Stop partners
 - 3. Reviewing the MOU annually to ensure it is up to date
 - 4. Monitoring One Stop partners' adherence to the terms of the MOU
 - 5. Facilitating and/or delivering training to ensure Urban League of Palm Beach County staff is aware of basic services offered by each of the One Stop partners
 - 6. Continuously work on improving the OS Delivery System by focusing the One Stop partners on coordination and integration of OS Partner services
 - 7. Ensuring CSBD Career Center services are market-driven and that labor market information is available and accessible
 - 8. Monitor One Stop partners referrals
 - 9. Convene biannual OS Partner meetings, setting the agenda, recording minutes, and working with the One Stop partners on "next steps"

- d. The OSO may not:
 - 1. Participate in the development or submission of the local 4-year plan.
 - 2. Be responsible for oversight of themselves.
 - 3. Manage or participate in the OSO procurement process.
 - 4. Select or terminate themselves or service providers.
 - 5. Negotiate local performance.
 - 6. Develop the CSBD budget.

IX. Administration and Operations Management

- a. CSBD provides oversight over the procured OSO by:
 - 1. Attending partner meetings and participating in partner activities
 - 2. By reviewing quarterly reports provided by the OSO detailing the OSO activities which must include:
 - i. Coordination of OS Center required career services with the One Stop partners
 - ii. Educating all the One Stop partners regarding universally available basic career services
 - iii. Monitoring service delivery to ensure services meet customer expectations
 - iv. Serving as liaison between the One Stop partners to ensure each OS Partner has an equal voice regarding effective ways to deliver OS workforce services
 - v. Facilitating OS Partner and Business Services staff joint meetings to plan and deliver joint partner recruitment and job fairs
 - vi. Coordination with other community organizations to participate in community events for outreach and to publicize available One Stop partners' workforce services

X. Shared Funding Process for Infrastructure Costs

- a. OS Operating Budget
 - 1. This is determined by a negotiation between the BWDB as represented by CSBD and the One Stop partners to determine how the costs and operating costs of the OS Center will be supported as expressed in the Infrastructure Funding Agreement (IFA) which is a part of and incorporated into this MOU in accordance with WIOA § 121(c)(1), 20 CFR 678.500(b)(2)(i), 34 CFR 361.500(b)(2)(i), and 34 CFR 463.500(b)(2)(i)).
 - 2. All One Stop partners were a part of the discussions agreeing to the methodology presented. Individual one-on-one negotiations were conducted to finalize discussions and to iron out the details. CSBD has successfully negotiated to arrive at a cash contribution from each OS Partner.

3. It is the belief of the BWDB that:
 - i. All One Stop partners must contribute cash to support the OS Center.
 - ii. People and organizations value what they pay for.
 - iii. A low-cost solution must be available to ensure every mandatory and non-mandatory approved OS Partner can participate.
4. CSBD has offered 2 options to the One Stop partners, 1) the mall approach and 2) the technological approach. CSBD cost allocates grant awards as appropriate to ensure grants bear their fair share.
 - i. CSBD fiscal staff determined the cost of maintaining the OS Center rent, utilities, common space, and related costs and arrived at a cost per square foot. Co-located One Stop partners were presented with the inclusive cost per square foot for the space that they occupy. All co-located One Stop partners pay for the square feet they occupy based on the calculation as determined by the CSBD fiscal staff. All formula grants, DEO allocations for co-located and managed partners, and discretionary grants, regardless of whether they are WIOA or another funding stream, are charged their fair share of the maintenance of the OS Center through cost allocation and funding decisions as determined by the CSBD President/CEO and Senior Vice President Fiscal Sr. VP Fiscal.
 - ii. CSBD uses a "Mall" approach for determining the costs attributable to co-located One Stop partners. Each co-located One Stop partner is responsible for covering their service delivery operating costs as if they were leasing space in a "Mall".
 - iii. CSBD Fiscal staff worked with CSBD IT staff to calculate the cost of a presence on the CSBD website, including utilities, maintenance, updates, and space and were able to establish an annual cost of \$215.49 per provider for a page on the CSBD website.
 - iv. All non-co-located One Stop partners are technologically connected as stated in the "One-Stop Operations Guidance for the American Job Center" ETA OWI 1/18/17, the One Stop partners "uses technology to achieve integration and expanded service offerings" and by "making available a direct linkage through technology to a program staff member who can provide meaningful information or services" pursuant to TEGL 16 -16 20 CFR 678.305(d), 34 CFR 361.305(d), and 34 CFR 463.305(d).
 - v. **Exhibit 1** is a matrix of all One Stop partners participant staff contacts by person/position, email, regular mail, and phone contact. One Stop partners technologically connected may connect to participants via telephone, ZOOM, TEAMS or GOTOMEETING applications which allow for face-to-face interface and joint case management and counseling sessions as needed

and appropriate. Generally, the initiating OS Partner uses their license to connect to the other OS Partner.

5. As described herein:

- i. The technology approach is impervious to funding increases and decreases.
- ii. CSBD is able to offer a minimal cost solution - One Stop partners don't have to struggle with budget concerns as budgets increase and decrease.
- iii. One Stop partners commit to a page and the cost of its maintenance on the CSBD website.
- iv. One Stop partners not co-located, regardless of funding assign a position to be the main contact for inquiries regarding OS Partner programs and for a "warm hand off" of a participant through referral. Technology connections also include the phone for quick contacts and offers Zoom or similar technology for face-to-face intakes and assessment.
- v. One Stop partners commit to indicate a position and/or a staff person as the designated contact, so personnel changes have little or no impact on the referral of participants among One Stop partners.
- vi. Cost is stable.

6. Other Contributors - At this time only mandatory partners are participating in the OS Delivery System.

b. Funding of Services and Operating Costs/Infrastructure Funding Agreement

1. Per 20 CFR 678.700-755 and 678.760; 34 CFR 361.700-755 and 361.760; and 34 CFR 463.700-755 and 463.760, One Stop partners must contribute to the infrastructure costs and operating costs of the OS Center based on their proportionate use. Because One Stop partners contributions must be an allowable expenditure in accordance with each One Stop partner. One Stop partners' program guidelines as well as under 2 CFR 200 et al, the One Stop partners developed options that allowed each agency to meet their WIOA obligation while complying with their program requirements.
2. By the authority vested in the signatory for each OS Partner, the OS Partner agrees to the methodology for infrastructure funding as described herein.

XI. Conflict Resolution

- a. Urban League of Palm Beach County has agreed to the conflict resolution process described herein for disputes arising out of this agreement as follows:
 1. In the event of a dispute, Urban League of Palm Beach County will first negotiate in good faith to identify possible solutions to resolve the dispute.
 2. If the dispute cannot be resolved the matter will be forwarded to DEO as the

Governor's representative, for assistance.

- b. When providing services through the OS Delivery System, Urban League of Palm Beach County will ensure enforcement of non-discrimination and equal opportunity policies. If a violation occurs, the proper chain of command will be followed, and the staff member's employer of record will be called upon to help resolve any issue.

XII. The OS System Referral Process

- a. In accordance with WIOA, the One Stop partners have agreed on how referrals and cross referrals will be accomplished between the One Stop partners.
 - 1. The vision of the One Stop partners as expressed through this MOU is to utilize a referral process which will:
 - i. Provide customers with seamless access to services across all programs
 - ii. Provide job-seekers and employers with the information they need to be successful
 - 2. Access to Services: To accomplish the vision, the One Stop partners agree to include in their assessment process consideration of services available through each of the One Stop partners including universal or basic career services available to the general public.
 - 3. As described above the OS Center provides access to the programs and services of all the required One Stop partners. This is accomplished by the following steps:
 - i. Customers are guided to the job search tools of the resource center.
 - ii. Employment service or WIOA staff provide general assistance or identify the appropriate OS Partner service.
 - iii. Individuals needing referral are then guided to access the appropriate OS Partner program by being directed to a co-located OS Partner or being assisted to immediately connect to a non-collocated OS Partner through technology via phone and /or a web-based video conferencing platform such as Zoom for an initial assessment. The OS Centers also provide direct linkage via email to OS Partner program staff.
 - iv. In accordance with the agreed upon OSO's responsibility, OSO program staff are trained sufficiently to familiarize them with all services available through all the One Stop partners. This ensures the staff have the competency and skills necessary to assist participants when applying for program benefits or services.
 - v. All required OS Partner program staff, in accordance with training facilitated by the OSO, shall be sufficiently knowledgeable about the other OS Partner programs and services to screen an applicant to determine appropriate referrals.
 - vi. To the extent possible referring staff shall directly contact the recipient of the

referral to facilitate seamless delivery of services and shall inform the customer regarding what to expect as a result of the referral to ensure a “warm handoff.”

- b. A special referral process has been agreed to by the One Stop partners for Unemployment Insurance (UI). In accordance with WIOA, UI claimants, must be provided with “meaningful” assistance when filing UI claims. This is critical to the One Stop partners as well, as often they are also assisting the unemployed.
 - 1. All OS Center staff receive training sufficient to familiarize them with the online claims filing system. Staff must be able to explain claimants’ rights and responsibilities so they can understand the UI publications and correspondence.
 - 2. OS Partner customers coming in or referred to the OS Center for UI meaningful assistance receive:
 - i. OS Center on-site assistance from resource room staff trained in filing UI claims.
 - ii. Phone or other technology provided assistance, as long as the assistance is by trained and available staff.
 - iii. Access to a priority phonenumber for claimants to speak directly with UI staff with little to no wait.
 - iv. An electronic feedback system which staff can access to refer potential UI eligibility issues to the UI staff for investigation.
 - 3. Other UI assistance beyond filing assistance is provided by state UI staff.
 - 4. The One Stop partners agree to the following definition of meaningful services. It is the provision of the contact information necessary for onsite and technologically connected One Stop partners to consult with customers. It is the delivery of initial assessment simultaneous with the customers’ visit to the CSBD Career Center. It is the scheduling of an appointment for the customer. The referral form also provides for a release so that information can be exchanged among the One Stop partners
- c. Customer referrals shall be made using the electronic referral form in the OS Partner portal, “Crosswalk”.
 - 1. Urban League of Palm Beach County agrees that appointments will be set within three working days of receiving a referral, and the participant will be contacted two days prior to their appointment to confirm the appointment. Participants shall be informed regarding documents they need to bring to their appointment.

All referrals must include the following information:

Date of Referral
Name of Referring (OS Partner) Organization
Referring OS Partner Contact Staff Person

Contact Person Phone and Email
Name of Organization (OS Partner) Receiving the Referral
Referring OS Partner Contact Staff Person
Contact Person Phone and Email
Name of Customer being referred
Customer's Address, Phone number, and Email
Reason for the Referral
Confirmation of receipt from the Recipient Agency

2. Feedback and Follow-Up: When a referral is made, customer feedback shall be solicited through a sampling of follow-up calls to be initiated by the OSO to discuss the services provided and next steps.
3. All One Stop partners agree to case note referrals as appropriate in their respective data management systems and notice of the referral shall be emailed to the case managers' supervisors. Supervisors shall maintain a master list of referrals on a monthly basis. The OSO shall work with the One Stop partners to track and report on referrals.
4. Shared information shall adhere to the customer disclosure form and be in accordance with the customer's agreement. Encrypted email shall be used for sensitive information.

XIII. Accessibility

- a. All One Stop partners agree to conduct their activities in a discrimination free environment that promotes employment opportunities to all job-seekers, in accordance with WIOA Section 188.
- b. All customers shall have equal access to all OS Partner services provided through the OS Centers. The One Stop partners agree to comply with the Americans with Disability Act of 1990 and its amendments.
- c. Each OS Partner shall follow their organization's equal opportunity policies and procedures for reasonable accommodations under the ADA.
- d. Physical Accessibility
 1. The OS Center is in compliance with the requirements of physical accessibility, including ADA compliance.
 2. Private offices are available to help customers and staff with confidentiality, noise levels, and concentration.
 3. CSBD will revisit the OS Center's accessibility from time to time to ensure continuing compliance with all equal opportunity, non-discrimination, and ADA requirements.

4. All non-discrimination, equal opportunity, and ADA accommodations posters are displayed so they are visible to customers and staff. Staff are trained to assist customers with their accessibility needs. The South Comprehensive OS Center has been updated for physical accessibility. There are designated handicapped parking spots near the building.
 5. The Comprehensive OS Center is located within walking distance of public transportation and other workforce development and social service offices. The OS Center is accessible by car, bike, or public transportation.
- e. **Programmatic Accessibility:** Urban League of Palm Beach County is aware that the OS Center provides a welcoming environment to all customers entering the OS Delivery System. Accessibility is available to customers and to One Stop partners.
1. OS Partner staff have been trained how to use the technology in the OS Centers.
 2. One Stop partners that need to access the OS Center tools for their customers can visit the OS Center or refer their customers in accordance with the referral mechanism provided for under this MOU. Accessibility is made available by offering the following tools:
 - i. Signage.

Signage announces accommodations and special assistance available from auxiliary and auditory aids to assistive-technology and program materials in a variety of accessible formats. Customers are able to access these tools even if they do not disclose that they have a barrier.
 - ii. English Language Learners

Interpretation services are available via Accessible Communication for the Deaf ACD, through phone, video, onsite interpreting, document translations as well as training for bilingual staff and interpreters.
 - iii. Physical Accommodations

Individuals in wheelchairs or who are small or large in stature can work at a kiosk with adjustable desktops and chairs. A trackball mouse and alternative keyboards are also available to assist customers.
 - iv. Vision

Low vision software, large screens and screen enlargement software is available. MS Office also provides accessible software.
 - v. Hearing Loss

For individuals with mild to moderate hearing loss, staff have access to an assistive listening device to assist customers in one-on-one or group settings. Staff is also familiar with the Florida Relay service as an alternative communication tool for individuals who are deaf, hard-of-hearing, deaf/blind, or with a speech impairment. Staff also have access to UBI DUO devices.

vi. General Disability

As Vocational Rehabilitation has a presence in the OS Center, they are immediately available for WIOA and OS Partner referrals.

vii. Accessibility Maintenance

In addition to Vocational Rehabilitation and Services for the Blind, Adult Education, and Literacy are available for consultation to ensure accessibility can be maintained at its highest level.

viii. Professional Development

All One Stop partners agree to share professional development training regarding accessibility, discrimination, quality services, and continuous improvement.

- f. By being a party to this MOU, Urban League of Palm Beach County has reiterated their commitment to adopting policies and procedures in compliance with the Americans with Disabilities Act of 1990 as amended to provide equal access to all customers. Urban League of Palm Beach County further agrees to review their organization's policies on a yearly basis to ensure policies are up to date.

XIV. Human Resource Management

Commonly developed expectations for customer service will be incorporated into each OS Partner's performance evaluation system. All One Stop partners agree to conduct regular performance reviews in accordance with their organization's policies and procedures.

XV. One-Stop Delivery System Performance Criteria

- a. The One Stop partners agree that the OS Delivery System will strive to achieve these standards of quality service for its customers, employees, and One Stop partners:
1. All customers will receive prompt and courteous service from the staff.
 2. All customers will receive the services designed to assist customers in achieving their educational and/or job placement goals.
 3. All employees can expect to work in a safe and professional environment.
 4. All employees can expect to receive the best tools to achieve the desired outcome for their customers.

5. All One Stop partners will deliver high-quality services.
 6. All Urban League of Palm Beach County will participate in the 3-year schedule of one-stop certification as required by WIOA.
 7. All One Stop partners agree to share aggregate performance information based upon the performance applicable to their program funding streams.
- b. OS Partner performance will be an indication of the strength of each OS Partner's collaboration. The goal is for the One Stop partners to understand each other's performance to further integration and to work toward assisting each other to exceed the measures for their program funding streams. The One Stop partners agree to review performance quarterly.

XVI. Governance of the One-Stop Delivery System

- a. The ultimate accountability and responsibility for the OS Delivery System organizational processes, services, and accomplishments rests with the CSBD, the OSO, and the One Stop partners.
- b. The BWDB's and CSBD Council's Responsibilities
 1. To develop and execute the MOU with the Urban League of Palm Beach County.
 2. Develop and update the local plan
 3. Select the OSO and terminate the OSO if needed
 4. Conduct oversight of the local OS Delivery System and the OSO
 5. Serve as a convener of the One Stop partners
- c. The OSO Responsibilities
 1. Ensure the One Stop partners coordinate services and adhere to the terms of this MOU.
 2. Serve as a liaison between CSBD their Title I staff and the One Stop partners.
 3. Provide or facilitate training to ensure the OS Partner staff are knowledgeable regarding each other's services, accessibility, and non-discrimination policies.
 4. Ensure that the OS Center staff deliver the services promised to customers.
 5. Work with the One Stop partners for continuous improvement in coordinating and

integrating service delivery that is market-driven.

6. Monitor and report on the effectiveness of the referral processes.
 7. Convene biannual OS Partner meetings, composing agendas, recording minutes, and distributing action steps.
 8. Be knowledgeable of the performance standards of all One Stop partners and communicate the measures to all the One Stop partners.
 9. Ensure accessibility to services for individuals with barriers.
 10. Assist the CSBD in meeting OS Center certification.
- d. Urban League of Palm Beach County's responsibilities
1. Provide access to programs and services through the OS Delivery System, including appropriate career services
 2. Support development of an integrated and coordinated customer- centered service delivery design
 3. Share infrastructure costs
 4. Co-enroll customers as needed
 5. Share information as agreed to by the One Stop partners
 6. Share performance data regarding shared customers

XVII. Duration, Modification, and Revisions

- a. The parties agree that this MOU replaces the MOU entered into during program year 2019-2021 and will take effect July 1, 2023, or when executed by all the parties whichever date is earlier.
- b. This MOU will remain in effect until June 30, 2026, or until such time as there is a need to modify this MOU because of a change in the law, federal or state policy, or a request from either CSBD or the Urban League of Palm Beach County.
- c. The parties agree to review the MOU annually.
- d. Either CSBD or Urban League of Palm Beach County may request to modify this MOU. Requests for modification shall be made in writing to CSBD which shall communicate the modification request to all the One Stop partners. The OSO shall work with CSBD and Urban League of Palm Beach County to come to agreement with respect to any modification. Material modifications will be presented to the BWDB for approval and their decision shall be final.

- e. The terms of the infrastructure costs and operating costs agreed to in Section IV will take effect as of July 1, 2023, and will continue in effect until June 30, 2026, with adjustments reviewed at least annually to ensure a fair and equitable proration of costs.

XVIII. Partial Void

Should any part of this MOU be found to be null and void or is otherwise stricken, the balance of this MOU shall remain in full force and effect. Any modifications to the MOU, including adding new one stop partners, will require the modified MOU to be signed by all either party.

XIX. Termination

- a. Any party to this MOU may rescind their agreement to participate in the MOU by notifying CSBD in writing at least 60 days in advance of its effect.
- b. This MOU shall terminate June 30, 2026, and may be renewed and extended upon agreement of both parties.

XX. Checklist for Memorandum of Understanding Signatures

	The WIOA required partner:	MOU signed by:	Name of Authorized Representative Signing MOU and Local Agency:
	WIOA Adult, Dislocated Worker and Youth Programs (Title I)	DEO Commissioner, Broward County BWDB Board Chair	Name: Dane Eagle Title: Date Signed: Name: Tim Ryan Title: Commissioner Date Signed: Name: Heiko Dobrikow Title: BWDB Chair Date Signed:
	Older American's Act- Senior Community Service Employment Act	Urban League of Palm Beach County	Name: Title: Date Signed:

EXECUTION PAGES

By their signature below, Urban League of Palm Beach County and CareerSource Broward attest to participation in the development of this MOU and agree to abide by its terms and conditions as well as with the terms and conditions of the Infrastructure Funding Agreements (IFA). By signing below, each One-Stop Partner warrants and represents that the person signing this MOU has the authority to bind the Partner and that the One-Stop Partners participation in the MOU is not in violation of any By-laws, Covenants and/or other restrictions placed upon them by their respective entity.

FOR URBAN LEAGUE OF PALM BEACH COUNTY

By: [Signature]
Title: President & CEO
Patrick J. Franklin

FOR CAREERSOURCE BROWARD

ATTEST: [Signature]
[Signature]

BY: [Signature]
(Signature)
Print Name: Tim Ryan
Title: CSBD COUNCIL OF ELECTED OFFICIALS, CHAIR
Date: 6/30/2023

ATTEST: [Signature]
[Signature]

BY: [Signature]
(Signature)
Print Name: Heiko Dobrikow
Title: BWDB CHAIR
Date: 6-26-23

ATTEST Vernice Davis L.S.
[Signature] L.S.

CAREERSOURCE BROWARD:
BY: [Signature]
(Signature)
Printed Name: CAROL HYLTON
Title: PRESIDENT/CEO
Date: 6-22-23

Approved as to form by the CareerSource Broward
General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: _____
Rochelle J. Daniels, General Counsel

Exhibit A

Infrastructure Funding Agreement (IFA)

The purpose of this Infrastructure Funding Agreement is to delineate each party's responsibilities for sharing of infrastructure and operating costs for the applicable one-stop center.

1. THE URBAN LEAGUE OF PALM BEACH COUNTY and CSBD recognize that infrastructure costs, in accordance with 20 CFR 678.500(b), 34 CFR 361.500(b) and 34 CFR 463.500(b) are applicable to all required partners, regardless of whether they are physically located in CSBD'S one-stop center. Pursuant to the United States Department of Labor's Training and Employment Guidance Letter No. 17- 16 (USDOL TEGL 17-16), each partner's contributions to the infrastructure costs, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the partner programs' authorizing laws and regulations and the Uniform Guidance.
2. Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the south Broward one-stop center. Non-personnel costs are defined by USDOL TEGL 17-16 and includes, but are not limited to:
 - a. Rental of the facilities;
 - b. Utilities and maintenance;
 - c. Equipment, including assessment- related products and assistive technology for individuals with disabilities; and,
 - d. Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities.
3. THE URBAN LEAGUE OF PALM BEACH COUNTY has chosen to utilize technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities (WIOA sec. 121(h)(4), 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)). BROWARD COUNTY will provide all art, logos, and content to submit to CSBD for publication within the time provided by CSBD.
4. Upon the receipt of proper invoice(s) at least thirty (30) days prior to the payment due date as applicable or by the due dates below, THE URBAN LEAGUE OF PALM BEACH COUNTY will pay CSBD the total of Six Hundred Forty-six Dollars and 47/100 Cents (\$646.47) in three (3) separate payments of Two Hundred Fifteen Dollars and 49/100 Cents (\$215.49) for the following periods:
 - a. July 1, 2023 through June 30, 2024, payable by October 31, 2023.
 - b. July 1, 2024 through June 30, 2025, payable by October 31, 2024.

c. July 1, 2025 through June 30, 2026, payable by October 31, 2025.

5. THE URBAN LEAGUE OF PALM BEACH COUNTY will pay for the costs associated with its participation in the one-stop center as described above, subject to Section XIX, TERMINATION. The Parties may mutually negotiate costs at the time of subsequent written amendments, subject to Section XVII, MODIFICATIONS.
6. In the event a consensus is not reached regarding infrastructure costs, this shall be reported to each partner's local governing entity, so that the governing entities can make an additional effort to reach agreement between the Parties. Should this effort fail the Parties will report their inability to reach consensus regarding the infrastructure costs to the Governor, who may invoke the State Funding Mechanism. In such instances, the Parties agree to abide by the Governor's determination.

By the signatures below, THE URBAN LEAGUE OF PALM BEACH COUNTY agrees to be responsible for the costs associated with their participation in the one-stop which shall be paid by October 31st of each year until such time as the costs are renegotiated at which time the MOU and or attached IFA will be amended.

FOR THE URBAN LEAGUE OF PALM BEACH COUNTY

ATTEST:

By: 

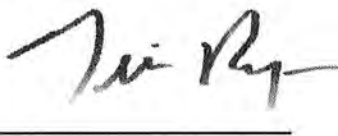
Date: 5/23/23

Patrick J. Franklin
Name
Title President/CEO

FOR CAREERSOURCE BROWARD

ATTEST:

S. Martin
WB

BY: 

(Signature)

Print Name: Tim Ryan

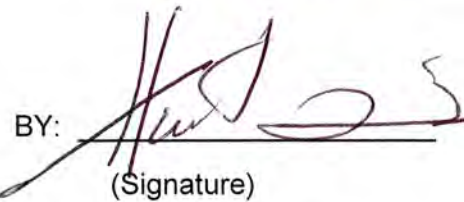
Broward County Commissioner

Title: CSBD COUNCIL OF ELECTED OFFICIALS, CHAIR

Date: 6/30/2023

ATTEST:

S. Martin
WB

BY: 

(Signature)

Print Name: Heiko Dobrikow

Title: BWDB CHAIR

Date: 6-26-23

ATTEST

S. Martin L.S.

H. Bialko L.S.

CAREERSOURCE BROWARD:

BY: C. Hylton

(Signature)

Printed Name: CAROL HYLTON

Title: PRESIDENT/CEO

Date: 6-22-23

Approved as to form by the CareerSource Broward

General Counsel

2890 West Cypress Creek Road

Ft. Lauderdale, FL 33309

BY: [Signature]

Rochelle J. Daniels, General Counsel

MEMORANDUM OF UNDERSTANDING

between

CAREERSOURCE BROWARD

and

AARP FOUNDATION,

July 1, 2023 to June 30, 2026

This Memorandum of Understanding is entered into by and between CareerSource Broward (CSBD), on behalf of the Broward Workforce Development Board, Inc., (BWDB) and on behalf of the CareerSource Council of Elected Officials (CSBD Council), as their administrative entity, and AARP Foundation under the Workforce Innovation and Opportunity Act (WIOA) Pub. L. 113 – 128, 29 U.S.C. 3101.,

RECITALS

WHEREAS WIOA Section 121(c)(1) requires that the BWDB, in concert with the CSBD Council, enter into a Memorandum of Understanding (MOU) consistent with WIOA Section 121(c)(2) with AARP Foundation; and

WHEREAS, the MOU must describe how the AARP Foundation will coordinate to operate the One-Stop Delivery System (OS Delivery System) in the Broward Workforce Development Area under WIOA; and

WHEREAS, the MOU must describe how AARP Foundation will support the infrastructure and operating costs of the OS Delivery System in the Broward Workforce Development Area; and

WHEREAS, the MOU must be the product of discussion and agreement between the BWDB and the CSBD Council, as represented by CSBD and the AARP Foundation in accordance with 20 CFR 678.500 (a); and

WHEREAS, CSBD representing the BWDB and the CSBD Council has met with and worked with the AARP Foundation and the One-Stop Operator (OSO) to develop the terms of this MOU;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

I. Purpose

- a. The purpose of this MOU is to describe how the AARP Foundation will coordinate their funding streams, resources, and personnel to serve their mutual customers through the comprehensive One-Stop Career Center (OS Center) located at 7550 Davie Road Extension, Hollywood, FL 33024 and its affiliate centers located at 2610 Oakland Park Blvd., Oakland Park, FL 33311 and 4941 Coconut Creek Pkwy, Coconut Creek, FL 33063.
- b. The description shall include:
 1. The services to be provided through the OS (One-Stop) Delivery System.

2. The manner in which services will be coordinated and delivered among the AARP Foundation through the OS Delivery System.
3. The manner in which the costs of maintaining and delivering services through the OS Delivery System will be shared as expressed in an Infrastructure Funding Agreement (IFA) agreed to by all the parties.
4. The methods of referral between the one stop centers and the AARP Foundation to ensure the most effective and highest quality services for their mutual customers.

II. Name and Location of the Comprehensive One-Stop Center

The BWDB and the CSBD have established one comprehensive OS Center to serve job-seekers and employers in the Broward Workforce Development Area which is the South Center located at: 7550 Davie Road Extension, Hollywood, FL 33024.

III. The Parties to the MOU

This MOU is the result of a collaborative agreement between the CSBD Council and AARP Foundation.

a. The One-Stop Legislative Partners (One Stop Partners)

One-Stop Legislative Partner	Represented By
WIOA Title I Adult, Dislocated Worker and Youth Programs	The CSBD Council and the BWDB
WIOA Title III Wagner-Peyser Employment Service	The State of Florida Department of Economic Opportunity
WIOA Title V Older Americans Act	The AARP Foundation
Veterans Employment and Training	The State of Florida Department of Economic Opportunity
Trade Adjustment Assistance Act	The State of Florida Department of Economic Opportunity
Unemployment Insurance	The State of Florida Department of Economic Opportunity
Temporary Assistance for Needy Families/WTP	The State of Florida Department of Economic Opportunity
Supplemental Nutrition Assistance Program (SNAP)	The State of Florida Department of Economic Opportunity

- b. The One Stop partners not participating in this MOU are the Migrant and Seasonal Farm Workers Program, Youth Build, the Native American Programs, and Housing and Urban Development Employment and Training. These agencies are not currently providing employment and training services in the Broward Workforce Development Area.

IV. The One Stop Partners Vision and Goals

CSBD and the One Stop Partners met with the OS Operator (OSO) selected by the BWDB and the CSBD Council, to develop a vision and common goals for the OS Delivery System on September 14, 2022. Providers were given several weeks to edit/modify the goals as needed and provide feedback to the OSO. The vision and goals form the foundation of this MOU as follows:

a. The OS Partner Vision

The strategic vision for WIOA implementation is to enhance alignment of workforce, education and economic development systems through improved service integration that provides businesses with skilled, productive, and competitive talent and Broward County residents with employment, education, and training that reduce welfare dependence and increase opportunities for economic self-sufficiency, high skill and high wage careers, and lifelong learning.

b. The OS Partner Goals

To achieve the shared vision, the One Stop Partners have developed and agreed to the goals listed below.

1. Promote accountable, transparent, and data driven workforce investment through performance measures, monitoring and evaluation that informs strategies, drives operational excellence and empowers an effective and efficient workforce delivery system
2. Bring together citizens, employers, and educational providers to develop programs to support high-quality education, training, and employment services to meet regional workforce needs.
3. Encourage employers by engaging and identifying their needs and educating and connecting them to the workforce system to produce innovative workforce solutions.
4. To align Broward County community services to maximize employment and work opportunities for targeted populations comprised of veterans, youth, individuals with disabilities, older workers and returning citizens.

c. Goal Implementation

To implement these goals, the one stop partners including AARP Foundation, in cooperation with the OSO, are committed to:

1. Meeting twice a year to discuss continuous improvement of the OS Delivery System.
2. Reviewing the MOU annually and during the last meeting of each program year for the purpose of modifications which shall be made by consensus.
3. Maintaining minutes of the meetings to ensure follow up. Minutes shall be the responsibility of the OSO.

V. OS Partner and OS Center Values

- a. The WIOA Title I staff and One Stop partners situated at the Comprehensive OS Center and other One Stop partners connected through technology share a common belief that:
 - 1. Infusing a sense of achievement in their job-seekers through skills attainment and employment results in a workforce ready to meet the future.
 - 2. Employers will invest in the local workforce area when a skilled workforce is available to them.
- b. This is accomplished through:
 - 1. Providing customers with easy access to integrated basic career services, individualized career services, training services, placement and follow-up
 - 2. The welcome process in the OS Center as well as the welcome process for each technologically connected OS Partner location
 - 3. The intake process which includes a referral and follow up process that ensures each customer will receive career services appropriate to their needs
 - 4. The initial skills assessment
 - 5. Available services
 - 6. Pathways to a wide range of training services to improve customer employment opportunities through skill upgrading, skill validation, and credentialing
- c. The One Stop partners coordinate services with services available only through the OS Center. One Stop partners can sequence or co-enroll customers so they can receive basic literacy skills and skills advancement through a traditional classroom or a work-based training option.
- d. OS Delivery Services include individualized informational presentations for area businesses that provide information on Work Opportunity Tax Credits, Opportunity Zones, Federal Bonding, On-the-Job Training, Registered Apprenticeships, staffing services through Job Order Listings and scheduled recruitments in the OS Centers.

VI. One-Stop Partner Services

a. History

- 1. In 2019 the BWDB and CSBD Council approved the issuance of a request for quotes (RFQ) for an OSO.
- 2. Three proposals were received and reviewed by CSBD staff for responsiveness. A Review Committee comprised of BWDB members reviewed the proposals, interviewed proposer representatives, rated and ranked the proposals and recommended Workforce Guidance Associates, LLC to the BWDB and CSBD

Council.

3. In 2022 the BWDB and CSBD Council approved the issuance of a new request for quotes (RFQ) for an OSO.
4. One proposal was received and reviewed by CSBD staff for responsiveness. A Review Committee comprised of BWDB members reviewed the proposals, interviewed proposer representatives, rated and ranked the proposals and recommended Workforce Guidance Associates, LLC to the BWDB and CSBD Council.

b. Access to Skills Attainment

1. A primary objective of the Florida Governor, and therefore of the One Stop partners is to increase the self-sufficiency of Broward County citizens and residents. To accomplish this, the AARP Foundation work with customers to assist them in following a career pathway that includes skill attainment. Skill attainments command higher wages.
2. Skilled workers can expect to find businesses and jobs located around centers of an available and able workforce

c. The Provision of Integration of Services

1. Comprehensive integrated services are offered to customers of the OS Centers or by referral to an OS Partner.
2. Customers of the OS Centers first access Wagner Peyser services through CSBD guided and co-located employment service staff. Employment service staff offer one-on-one services to customers. Customers who need more than minimal assistance, access to workshops, or job search resources are referred to WIOA funded Title I OS Center staff.
3. Customers meet with OS Center staff on a one-on-one basis so their needs can be assessed, and they can be directed to products and services within the OS Delivery System to help them meet their individual employment and skill attainment goals.
4. OS Partner staff participate in cross-training on programs offered through the OS Centers and in the community so they can make appropriate and meaningful referrals.
5. The OSO shall meet with the AARP Foundation and the other one stop partners at a minimum of twice a year to review cross referrals, barriers to services, and new discretionary grants offering additional opportunities.
6. The One Stop partners shall review technology solutions and make recommendations to enhance services offered.

d. Responsibilities of the AARP Foundation

1. The AARP Foundation agrees to share in the planning, implementation, and operation of the OS delivery System and OS Center with the assistance of the OSO, as provided for herein.
2. All one stop partners agree to assist and participate in capacity building and professional development opportunities for all staff to ensure an understanding of OS Partner programs.

e. A Description of the Comprehensive OS Center Services

1. The One Stop partners are committed to an integrated, coordinated system which reduces duplication and encourages cost efficiencies while expanding services to our customers.
2. The One Stop partners are committed to offering priority of services to veterans, public assistance recipients, low-income individuals, and individuals who are basic skills deficient when providing basic career services, individualized career services, and training services.
3. The chart below details each One Stop partners' participation in the development of all components of the MOU.

OS Partner	Services to be provided through the OS Centers or via Technology Connection
WIOA Title I Adult, Dislocated Worker and Youth Programs A core partner.	Integrative Staffing Group is the procured staffing company that employs the WIOA Title I Adult, Dislocated Worker and Youth Program staff located in the OS Centers. All One Stop partners have a direct linkage to Title I services through the referral process.
WIOA Title IV Vocational Rehabilitation (VR) A core partner	WIOA Title IV VR is co-located at the Comprehensive OS Center and follows the mall approach which calls for a lease with CSBD. AARP Foundation can refer customers through the OS Delivery System or the established referral process. All One Stop partners participate in OS Partner meetings and have a representative on the BWDB.

OS Partner	Services to be provided through the OS Centers or via Technology Connection
<p>WIOA Title III Wagner-Peyser Employment Service.</p> <p>A core partner</p>	<p>WIOA Title III Wagner-Peyser Employment Service staff are co-located and guided by the One-Stop Manager at the OS Centers. DEO allocates funds to local boards for the guidance and management of Wagner Peyser staff. CSBD cost allocates these funds for infrastructure and operation of the OS Centers. CSBD funded Title I staff and employment service staff provide access to self-help or minimal assistance services as needed including assistance to employers with job orders, matching, and placement. One Stop partners' customers can register for Wagner Peyser services online, come into an OS Center or participate in the referral process. Employment service staff attend the One Stop partners' meetings.</p>
<p>SCSEP Title V Older Americans Act</p>	<p>WIOA Title V Older Americans Act. AARP FOUNDATION staff are co-located in the Comprehensive OS Center and have a lease with CSBD in accordance with the mall approach. Some Title V participants also have a Work Experience assignment in the OS Center. The Urban League of Palm Beach County (ULPB) participates through technology, and they assign a specific case manager to work on referrals and cross referrals. All One Stop partners can link to Title V services through the referral and cross referral process. Title V staff participate in OS Partner meetings.</p>
<p>Veterans</p>	<p>Veterans Representatives are co-located at all OS Centers. Veterans Representatives see customers on a walk-in and by appointment basis. Veterans' staff participate in the referral and cross referral process. They also participate in One Stop partner meetings. CSBD is allocated funds by DEO to guide and manage the staff. Their participation in the funding of the infrastructure and operation of the OS Delivery System is done through cost allocation of the DEO allocation to CSBD</p>

OS Partner	Services to be provided through the OS Centers or via Technology Connection
Community Service Block Grant (CSBG)	One Stop partners link to CSBG services through the technology and referral process. CSBG staff participate in the OS Partner meetings. CSBG is managed by Broward County and often contributes to the CSBD Summer Program. The OS Center and CSBG connect through technology by assigning a specific case manager. Support services available are key for eligible WIOA Adults and Dislocated Worker participants after exit during follow-up
Trade Adjustment Assistance Act	Trade Adjustment Assistance Act (Trade Act) staff are co-located in OS Center and funded through an allocation from DEO. Their participants are co-enrolled in WIOA Title I Dislocated Worker programs. Like Dislocated Worker programs participants are referred and cross referred among One Stop partners. Staff participate in OS Partner meetings. Funds are cost allocated to cover their share of costs in the OS Center.
Unemployment Insurance (UI)	All Wagner-Peyser and WIOA Title I staff are trained to give basic UI information to customers and help with UI claims. There are dedicated phone lines in the OS Center for customers who need additional assistance. Funds are awarded to CSBD by DEO and cost allocated to cover their share of costs in the OS Center.
Supplemental Nutrition Assistance Program (SNAP) Employment and Training Services	All One Stop partners have a direct link to SNAP services through the referral process. There are specific staff assigned to provide SNAP case management. Funds are awarded to CSBD by DEO and cost allocated to cover the SNAP share of costs in the OS Center.
Second Chance Act	This program is administered by OIC of South Florida and they participate through technology and assigns a specific case manager to work on referrals and cross referrals. All One Stop partners can link to Second Chance services through the referral and cross referral process. Second Chance staff participate in OS Partner meetings.

4. The One Stop partners worked diligently to map services provided to job-seekers and business customers in the CSBD workforce development area. The chart above details how each OS Partner provides services through the OS Delivery System.
5. CSBD has three infrastructure options: 1. Co-location using a “mall approach”, 2. a technology approach, and 3. cost allocation for all OS Partner funds administered by CSBD.
 - i. The Mall Approach - Using a mall approach for the One Stop partners who co-locate at an OS Center provides infrastructure support through a type of lease arrangement. Each OS Partner is responsible for taking care of their own needs within their space. These One Stop partners budget at the beginning of the year for the space they occupy. They commit to that space regardless of whether their funds are reduced or staffing decreases or increases, the dedicated space stays the same for the duration of the year as it would in a mall lease. The lease charge is stable for the year. The OS Partner is responsible for all costs related to their space.
 - ii. The Technology Approach - The technology approach is also impervious to funding increases and decreases. It is a minimal cost so the One Stop partners don't have to struggle with budget concerns. These One Stop partners commit to maintaining a page or partial page on the CSBD website
 - iii. The Cost Allocation Approach – Cost allocation is not an agreed to method. It is required for all OS Partner grant funds awarded by DEO to CSBD and the other local boards. If awarded discretionary grants, CSBD allocates a portion of the costs to support the OS infrastructure and operations.
6. One Stop partners not co-located, regardless of funding, agree to assign a position to be the main contact for inquiries regarding OS Partner programs and for a “warm hand off” of a participant through referral. Technology connections include the phone, Zoom or similar technology allows for intakes and assessment to occur concurrently for more than one program and may take place in the OS Center regardless of the OS Partner's location.
7. One Stop partners commit to a position, not a person, so personnel changes have little impact on the referral of participants among the One Stop Partners.
- f. A detailed WIOA services matrix has been created for the OS Center. The service matrix includes the One Stop partners along with current contact information for questions and referrals. Each OS Partner has also listed the services they provide.

VII. Data Sharing

- a. WIOA, federal, and state laws determine safeguards specific to the databases of the various OS Partner funding streams.
 1. The AARP Foundation agrees:

- i. To share data in accordance with the State of Florida Shared Data Confidentiality Policy
- ii. To share data and technology as appropriate in serving job-seekers. This may include obtaining signed releases to be able to share information among the necessary One Stop partners to deliver needed services
- iii. To maintain the confidentiality of participants' information
- iv. To safeguard Personal Identifying Information (PII) used to track participants prior to sharing participant information
- v. To notify the appropriate OS Partner in the event of a breach

VIII. Procurement of the OSO

- a. CSBD followed the process established in 2 CFR Part 200.318-326, U.S. Department of Labor's Training and Employment Guidance Letter 35-10, and DEO guidance in procuring and selecting their OSO.
- b. The OSO was selected through a competitive process. The OSO communicates regularly with the One Stop partners to plan, address continuous improvement, monitor referrals and accessibility among the One Stop partners.
- c. One Stop partners agree that the OSO shall be responsible for:
 1. Coordinating required services delivery in the OS Center and ensuring that the services are being delivered to OS Center customers
 2. Serving as a liaison between the WIOA Title I staff and One Stop partners
 - 3.
 4. Reviewing the MOU annually to ensure it is up to date
 5. Monitoring One Stop partners' adherence to the terms of the MOU
 6. Facilitating and/or delivering training to ensure the AARP Foundation staff is aware of basic services offered by each of the One Stop partners
 7. Continuously work on improving the OS Delivery System by focusing the One Stop partners on coordination and integration of OS Partner services
 8. Ensuring CSBD Career Center services are market-driven and that labor market information is available and accessible
 9. Monitor One Stop partners referrals
 10. Convene biannual OS Partner meetings, setting the agenda, recording minutes, and working with the One Stop partners on "next steps"

- d. The OSO may not:
 - 1. Participate in the development or submission of the local 4-year plan.
 - 2. Be responsible for oversight of themselves.
 - 3. Manage or participate in the OSO procurement process.
 - 4. Select or terminate themselves or service providers.
 - 5. Negotiate local performance.
 - 6. Develop the CSBD budget.

IX. Administration and Operations Management

- a. CSBD provides oversight over the procured OSO by:
 - 1. Attending partner meetings and participating in partner activities
 - 2. By reviewing quarterly reports provided by the OSO detailing the OSO activities which must include:
 - i. Coordination of OS Center required career services with the One Stop partners
 - ii. Educating all the One Stop partners regarding universally available basic career services
 - iii. Monitoring service delivery to ensure services meet customer expectations
 - iv. Serving as liaison between the One Stop partners to ensure each OS Partner has an equal voice regarding effective ways to deliver OS workforce services
 - v. Facilitating OS Partner and Business Services staff joint meetings to plan and deliver joint partner recruitment and job fairs
 - vi. Coordination with other community organizations to participate in community events for outreach and to publicize available One Stop partners' workforce services

X. Shared Funding Process for Infrastructure Costs

- a. OS Operating Budget
 - 1. This is determined by a negotiation between the BWDB as represented by CSBD and the One Stop partners to determine how the costs and operating costs of the OS Center will be supported as expressed in the Infrastructure Funding Agreement (IFA) which is a part of and incorporated into this MOU in accordance with WIOA § 121(c)(1), 20 CFR 678.500(b)(2)(i), 34 CFR 361.500(b)(2)(i), and 34 CFR 463.500(b)(2)(i)).
 - 2. All One Stop partners were a part of the discussions agreeing to the methodology presented. Individual one-on-one negotiations were conducted to finalize discussions and to iron out the details. CSBD has successfully negotiated to arrive

at a cash contribution from each OS Partner.

3. It is the belief of the BWDB that:
 - i. All One Stop partners must contribute cash to support the OS Center.
 - ii. People and organizations value what they pay for.
 - iii. A low-cost solution must be available to ensure every mandatory and non-mandatory approved OS Partner can participate.
4. CSBD has offered 2 options to the One Stop partners, 1) the mall approach and 2) the technological approach. CSBD cost allocates grant awards as appropriate to ensure grants bear their fair share.
 - i. CSBD fiscal staff determined the cost of maintaining the OS Center rent, utilities, common space, and related costs and arrived at a cost per square foot. Co-located One Stop partners were presented with the inclusive cost per square foot for the space that they occupy. All co-located One Stop partners pay for the square feet they occupy based on the calculation as determined by the CSBD fiscal staff. All formula grants, DEO allocations for co-located and managed partners, and discretionary grants, regardless of whether they are WIOA or another funding stream, are charged their fair share of the maintenance of the OS Center through cost allocation and funding decisions as determined by the CSBD President/CEO and Senior Vice President Fiscal Sr. VP Fiscal.
 - ii. CSBD uses a "Mall" approach for determining the costs attributable to co-located AARP Foundation. Each co-located One Stop partner is responsible for covering their service delivery operating costs as if they were leasing space in a "Mall".
 - iii. CSBD Fiscal staff worked with CSBD IT staff to calculate the cost of a presence on the CSBD website, including utilities, maintenance, updates, and space and were able to establish an annual cost of \$215.49 per provider for a page on the CSBD website.
 - iv. All non-co-located One Stop partners are technologically connected as stated in the "One-Stop Operations Guidance for the American Job Center" ETA OWI 1/18/17, the One Stop partners "uses technology to achieve integration and expanded service offerings" and by "making available a direct linkage through technology to a program staff member who can provide meaningful information or services" pursuant to TEGL 16 -16 20 CFR 678.305(d), 34 CFR 361.305(d), and 34 CFR 463.305(d).
 - v. **Exhibit 1** is a matrix of all One Stop partners participant staff contacts by person/position, email, regular mail, and phone contact. One Stop partners technologically connected may connect to participants via telephone, ZOOM, TEAMS or GOTOMEETING applications which allow for face-to-face interface and joint case management and counseling sessions as needed

and appropriate. Generally, the initiating OS Partner uses their license to connect to the other OS Partner.

5. As described herein:
 - i. The technology approach is impervious to funding increases and decreases.
 - ii. CSBD is able to offer a minimal cost solution - One Stop partners don't have to struggle with budget concerns as budgets increase and decrease.
 - iii. One Stop partners commit to a page and the cost of its maintenance on the CSBD website.
 - iv. One Stop partners not co-located, regardless of funding assign a position to be the main contact for inquiries regarding OS Partner programs and for a "warm hand off" of a participant through referral. Technology connections also include the phone for quick contacts and offers Zoom or similar technology for face-to-face intakes and assessment.
 - v. One Stop partners commit to indicate a position and/or a staff person as the designated contact, so personnel changes have little or no impact on the referral of participants among One Stop partners.
 - vi. Cost is stable.
 6. Other Contributors - At this time only mandatory partners are participating in the OS Delivery System.
- b. Funding of Services and Operating Costs/Infrastructure Funding Agreement
1. Per 20 CFR 678.700-755 and 678.760; 34 CFR 361.700-755 and 361.760; and 34 CFR 463.700-755 and 463.760, One Stop partners must contribute to the infrastructure costs and operating costs of the OS Center based on their proportionate use. Because One Stop partners contributions must be an allowable expenditure in accordance with each One Stop partner. One Stop partners' program guidelines as well as under 2 CFR 200 et al, the One Stop partners developed options that allowed each agency to meet their WIOA obligation while complying with their program requirements.
 2. By the authority vested in the signatory for each OS Partner, the OS Partner agrees to the methodology for infrastructure funding as described herein.

XI. Conflict Resolution

- a. AARP Foundation has agreed to the conflict resolution process described herein for disputes arising out of this agreement as follows:
 1. In the event of a dispute, the AARP Foundation will first negotiate in good faith to identify possible solutions to resolve the dispute.
 2. If the dispute cannot be resolved the matter will be forwarded to DEO as the

Governor's representative, for assistance.

- b. When providing services through the OS Delivery System, the AARP Foundation will ensure enforcement of non-discrimination and equal opportunity policies. If a violation occurs, the proper chain of command will be followed, and the staff member's employer of record will be called upon to help resolve any issue.

XII. The OS System Referral Process

- a. In accordance with WIOA, the One Stop partners have agreed on how referrals and cross referrals will be accomplished between the AARP Foundation.
 1. The vision of the One Stop partners as expressed through this MOU is to utilize a referral process which will:
 - i. Provide customers with seamless access to services across all programs
 - ii. Provide job-seekers and employers with the information they need to be successful
 2. Access to Services: To accomplish the vision, the One Stop partners agree to include in their assessment process consideration of services available through each of the One Stop partners including universal or basic career services available to the general public.
 3. As described above the OS Center provides access to the programs and services of all the required One Stop partners. This is accomplished by the following steps:
 - i. Customers are guided to the job search tools of the resource center.
 - ii. Employment service or WIOA staff provide general assistance or identify the appropriate OS Partner service.
 - iii. Individuals needing referral are then guided to access the appropriate OS Partner program by being directed to a co-located OS Partner or being assisted to immediately connect to a non-located OS Partner through technology via phone and /or a web-based video conferencing platform such as Zoom for an initial assessment. The OS Centers also provide direct linkage via email to OS Partner program staff.
 - iv. In accordance with the agreed upon OSO's responsibility, OSO program staff are trained sufficiently to familiarize them with all services available through all the One Stop partners. This ensures the staff have the competency and skills necessary to assist participants when applying for program benefits or services.
 - v. All required OS Partner program staff, in accordance with training facilitated by the OSO, shall be sufficiently knowledgeable about the other OS Partner programs and services to screen an applicant to determine appropriate referrals.
 - vi. To the extent possible referring staff shall directly contact the recipient of the

referral to facilitate seamless delivery of services and shall inform the customer regarding what to expect as a result of the referral to ensure a “warm handoff.”

- b. A special referral process has been agreed to by the One Stop partners for Unemployment Insurance (UI). In accordance with WIOA, UI claimants, must be provided with “meaningful” assistance when filing UI claims. This is critical to the One Stop partners as well, as often they are also assisting the unemployed.
 - 1. All OS Center staff receive training sufficient to familiarize them with the online claims filing system. Staff must be able to explain claimants’ rights and responsibilities so they can understand the UI publications and correspondence.
 - 2. OS Partner customers coming in or referred to the OS Center for UI meaningful assistance receive:
 - i. OS Center on-site assistance from resource room staff trained in filing UI claims.
 - ii. Phone or other technology provided assistance, as long as the assistance is by trained and available staff.
 - iii. Access to a priority phoneline for claimants to speak directly with UI staff with little to no wait.
 - iv. An electronic feedback system which staff can access to refer potential UI eligibility issues to the UI staff for investigation.
 - 3. Other UI assistance beyond filing assistance is provided by state UI staff.
 - 4. The One Stop partners agree to the following definition of meaningful services. It is the provision of the contact information necessary for onsite and technologically connected One Stop partners to consult with customers. It is the delivery of initial assessment simultaneous with the customers’ visit to the CSBD Career Center. It is the scheduling of an appointment for the customer. The referral form also provides for a release so that information can be exchanged among the One Stop partners
- c. Customer referrals shall be made using the electronic referral form in the OS Partner portal, “Crosswalk”.
 - 1. The AARP Foundation agrees that appointments will be set within three working days of receiving a referral, and the participant will be contacted two days prior to their appointment to confirm the appointment. Participants shall be informed regarding documents they need to bring to their appointment.

All referrals must include the following information:

Date of Referral
Name of Referring (OS Partner) Organization
Referring OS Partner Contact Staff Person

Contact Person Phone and Email
Name of Organization (OS Partner) Receiving the Referral
Referring OS Partner Contact Staff Person
Contact Person Phone and Email
Name of Customer being referred
Customer's Address, Phone number, and Email
Reason for the Referral
Confirmation of receipt from the Recipient Agency

2. Feedback and Follow-Up: When a referral is made, customer feedback shall be solicited through a sampling of follow-up calls to be initiated by the OSO to discuss the services provided and next steps.
3. All One Stop partners agree to case note referrals as appropriate in their respective data management systems and notice of the referral shall be emailed to the case managers' supervisors. Supervisors shall maintain a master list of referrals on a monthly basis. The OSO shall work with the One Stop partners to track and report on referrals.
4. Shared information shall adhere to the customer disclosure form and be in accordance with the customer's agreement. Encrypted email shall be used for sensitive information.

XIII. Accessibility

- a. All One Stop partners agree to conduct their activities in a discrimination free environment that promotes employment opportunities to all job-seekers, in accordance with WIOA Section 188.
- b. All customers shall have equal access to all OS Partner services provided through the OS Centers. The One Stop partners agree to comply with the Americans with Disability Act of 1990 and its amendments.
- c. Each OS Partner shall follow their organization's equal opportunity policies and procedures for reasonable accommodations under the ADA.
- d. Physical Accessibility
 1. The OS Center is in compliance with the requirements of physical accessibility, including ADA compliance.
 2. Private offices are available to help customers and staff with confidentiality, noise levels, and concentration.

3. CSBD will revisit the OS Center's accessibility from time to time to ensure continuing compliance with all equal opportunity, non-discrimination, and ADA requirements.
 4. All non-discrimination, equal opportunity, and ADA accommodations posters are displayed so they are visible to customers and staff. Staff are trained to assist customers with their accessibility needs. The South Comprehensive OS Center has been updated for physical accessibility. There are designated handicapped parking spots near the building.
 5. The Comprehensive OS Center is located within walking distance of public transportation and other workforce development and social service offices. The OS Center is accessible by car, bike, or public transportation.
- e. **Programmatic Accessibility:** The AARP Foundation is aware that the OS Center provides a welcoming environment to all customers entering the OS Delivery System. Accessibility is available to customers and to One Stop partners.
1. OS Partner staff have been trained how to use the technology in the OS Centers.
 2. One Stop partners that need to access the OS Center tools for their customers can visit the OS Center or refer their customers in accordance with the referral mechanism provided for under this MOU. Accessibility is made available by offering the following tools:
 - i. Signage.

Signage announces accommodations and special assistance available from auxiliary and auditory aids to assistive-technology and program materials in a variety of accessible formats. Customers are able to access these tools even if they do not disclose that they have a barrier.
 - ii. English Language Learners

Interpretation services are available via Accessible Communication for the Deaf ACD, through phone, video, onsite interpreting, document translations as well as training for bilingual staff and interpreters.
 - iii. Physical Accommodations

Individuals in wheelchairs or who are small or large in stature can work at a kiosk with adjustable desktops and chairs. A trackball mouse and alternative keyboards are also available to assist customers.
 - iv. Vision

Low vision software, large screens and screen enlargement software is available. MS Office also provides accessible software.

v. Hearing Loss

For individuals with mild to moderate hearing loss, staff have access to an assistive listening device to assist customers in one-on-one or group settings. Staff is also familiar with the Florida Relay service as an alternative communication tool for individuals who are deaf, hard-of-hearing, deaf/blind, or with a speech impairment. Staff also have access to UBI DUO devices.

vi. General Disability

As Vocational Rehabilitation has a presence in the OS Center, they are immediately available for WIOA and OS Partner referrals.

vii. Accessibility Maintenance

In addition to Vocational Rehabilitation and Services for the Blind, Adult Education, and Literacy are available for consultation to ensure accessibility can be maintained at its highest level.

viii. Professional Development

All One Stop partners agree to share professional development training regarding accessibility, discrimination, quality services, and continuous improvement.

- f. By being a party to this MOU, the AARP Foundation has reiterated their commitment to adopting policies and procedures in compliance with the Americans with Disabilities Act of 1990 as amended to provide equal access to all customers. The AARP Foundation further agrees to review their organization's policies on a yearly basis to ensure policies are up to date.

XIV. Human Resource Management

Commonly developed expectations for customer service will be incorporated into each OS Partner's performance evaluation system. All One Stop partners agree to conduct regular performance reviews in accordance with their organization's policies and procedures.

XV. One-Stop Delivery System Performance Criteria

- a. The One Stop partners agree that the OS Delivery System will strive to achieve these standards of quality service for its customers, employees, and One Stop partners:
1. All customers will receive prompt and courteous service from the staff.
 2. All customers will receive the services designed to assist customers in achieving their educational and/or job placement goals.

3. All employees can expect to work in a safe and professional environment.
 4. All employees can expect to receive the best tools to achieve the desired outcome for their customers.
 5. All One Stop partners will deliver high-quality services.
 6. All AARP Foundation will participate in the 3-year schedule of one-stop certification as required by WIOA.
 7. All One Stop partners agree to share aggregate performance information based upon the performance applicable to their program funding streams.
- b. OS Partner performance will be an indication of the strength of each OS Partner's collaboration. The goal is for the One Stop partners to understand each other's performance to further integration and to work toward assisting each other to exceed the measures for their program funding streams. The One Stop partners agree to review performance quarterly.

XVI. Governance of the One-Stop Delivery System

- a. The ultimate accountability and responsibility for the OS Delivery System organizational processes, services, and accomplishments rests with the CSBD, the OSO, and the One Stop partners.
- b. The BWDB's and CSBD Council's Responsibilities
 1. To develop and execute the MOU with the AARP Foundation.
 2. Develop and update the local plan
 3. Select the OSO and terminate the OSO if needed
 4. Conduct oversight of the local OS Delivery System and the OSO
 5. Serve as a convener of the One Stop partners
- c. The OSO Responsibilities
 1. Ensure the One Stop partners coordinate services and adhere to the terms of this MOU.
 2. Serve as a liaison between CSBD their Title I staff and the One Stop partners.
 3. Provide or facilitate training to ensure the OS Partner staff are knowledgeable regarding each other's services, accessibility, and non-discrimination policies.

4. Ensure that the OS Center staff deliver the services promised to customers.
 5. Work with the One Stop partners for continuous improvement in coordinating and integrating service delivery that is market-driven.
 6. Monitor and report on the effectiveness of the referral processes.
 7. Convene biannual OS Partner meetings, composing agendas, recording minutes, and distributing action steps.
 8. Be knowledgeable of the performance standards of all One Stop partners and communicate the measures to all the One Stop partners.
 9. Ensure accessibility to services for individuals with barriers.
 10. Assist the CSBD in meeting OS Center certification.
- d. AARP Foundation's responsibilities
1. Provide access to programs and services through the OS Delivery System, including appropriate career services
 2. Support development of an integrated and coordinated customer- centered service delivery design
 3. Share infrastructure costs
 4. Co-enroll customers as needed
 5. Share information as agreed to by the One Stop partners
 6. Share performance data regarding shared customers

XVII. Duration, Modification, and Revisions

- a. The parties agree that this MOU replaces the MOU entered into during program year 2019-2021 and will take effect July 1, 2023, or when executed by all the parties whichever date is earlier.
- b. This MOU will remain in effect until June 30, 2026, or until such time as there is a need to modify this MOU because of a change in the law, federal or state policy, or a request from either CSBD or the AARP Foundation.
- c. The parties agree to review the MOU annually.
- d. Either CSBD or the AARP Foundation may request to modify this MOU. Requests for modification shall be made in writing to CSBD which shall communicate the modification

request to all the One Stop partners. The OSO shall work with CSBD and the AARP Foundation to come to agreement with respect to any modification. Material modifications will be presented to the BWDB for approval and their decision shall be final.

- e. The terms of the infrastructure costs and operating costs agreed to in Section IV will take effect as of July 1, 2023, and will continue in effect until June 30, 2026, with adjustments reviewed at least annually to ensure a fair and equitable proration of costs.

XVIII. Partial Void

Should any part of this MOU be found to be null and void or is otherwise stricken, the balance of this MOU shall remain in full force and effect. Any modifications to the MOU, including adding new one stop partners, will require the modified MOU to be signed by all either party.

XIX. Termination

- a. Any party to this MOU may rescind their agreement to participate in the MOU by notifying CSBD in writing at least 60 days in advance of its effect.
- b. This MOU shall terminate June 30, 2026, and may be renewed and extended upon agreement of both parties.

XX. Checklist for Memorandum of Understanding Signatures

	The WIOA required partner:	MOU signed by:	Name of Authorized Representative Signing MOU and Local Agency:
	WIOA Adult, Dislocated Worker and Youth Programs (Title I)	DEO Commissioner, Broward County BWDB Board Chair	Name: Dane Eagle Title: Date Signed: Name: Tim Ryan Title: Commissioner Date Signed: Name: Heiko Dobrikow Title: BWDB Chair Date Signed:

	The Senior Community Service Program	AARP Foundation	Name: Demetri Antzoulatos Title: VP Finance, Grants, Operations Date Signed:
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EXECUTION PAGES

By their signature below, the AARP Foundation and CareerSource Broward attest to participation in the development of this MOU and agree to abide by its terms and conditions as well as with the terms and conditions of the Infrastructure Funding Agreements (IFA). By signing below, each One-Stop Partner warrants and represents that the person signing this MOU has the authority to bind the Partner and that the One-Stop Partners participation in the MOU is not in violation of any By-laws, Covenants and/or other restrictions placed upon them by their respective entity.

FOR THE AARP FOUNDATION

DocuSigned by:
By: Demetri Antzoulatos
Demetri Antzoulatos
Title: VP Finance, Grants, Operations

FOR CAREERSOURCE BROWARD

ATTEST: [Signature]
[Signature]

BY: [Signature]
(Signature)
Print Name: Tim Ryan
Title: CSBD COUNCIL OF ELECTED OFFICIALS, CHAIR
Date: 8-24-23

ATTEST: [Signature]
[Signature]

BY: [Signature]
(Signature)
Print Name: Heiko Dobrikow
Title: BWDB CHAIR
Date: 8-14-2023

ATTEST Michele Baddis L.S.
Moya Brathwaite L.S.

CAREERSOURCE BROWARD:
BY: [Signature]
(Signature)
Printed Name: CAROL HYLTON
Title: PRESIDENT/CEO
Date: 07/12/2023

Approved as to form by the CareerSource Broward
General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: _____
Rochelle J. Daniels, General Counsel

SIGNATURE CERTIFICATE



REFERENCE NUMBER
FD22ABAB-29CD-4250-9522-20AAAA75C97F

TRANSACTION DETAILS

Reference Number
FD22ABAB-29CD-4250-9522-20AAAA75C97F

Transaction Type
Signature Request

Sent At
07/12/2023 14:14 EDT

Executed At
07/13/2023 14:25 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
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Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Pe-Aarpf Scsep Mou Renewal Careersource Broward Browardfl Site 682

Filename
pe-aarpf_scsep_mou_renewal_careersource_broward_browardfl_site_682.pdf

Pages
24 pages

Content Type
application/pdf

File Size
335 KB

Original Checksum
5fe81ba87ddb99eaa759b862c849a4f816e8e69b626dfeb8cec7db9bd32371a9

SIGNERS

SIGNER

Name
Moya Brathwaite

Email
mbrathwaite@careersourcebroward.com

Signer Sequence
2

Components
1

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
cc6039bb4d7a21aa82e490450a3206f3071fd90373dae01c21981289ebf636a3

IP Address
67.23.70.69

Device
Chrome via Windows

Typed Signature
Moya Brathwaite

Signature Reference ID
D20E5231

EVENTS

Viewed At
07/13/2023 14:24 EDT

Identity Authenticated At
07/13/2023 14:25 EDT

Signed At
07/13/2023 14:25 EDT

Name

Michele Baldis

Email
mbaldis@careersourcebroward.com

Signer Sequence
1

Components
1

Status

signed

Multi-factor Digital Fingerprint Checksum
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IP Address
75.229.131.215

Device
Mobile Safari via iOS

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Michele Baldis

Signature Reference ID
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Viewed At

07/12/2023 17:31 EDT

Identity Authenticated At
07/12/2023 17:32 EDT

Signed At
07/12/2023 17:32 EDT

SIGNER**Name**

Ronald Moffett

Email

rmoffett@careersourcebroward.com

Signer Sequence

0

Components

2

E-SIGNATURE**Status**

signed

Multi-factor Digital Fingerprint Checksum

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IP Address

67.23.70.69

Device

Chrome via Windows

Typed Signature*Ronald Moffett***Signature Reference ID**

1B260B1C

EVENTS**Viewed At**

07/12/2023 16:01 EDT

Identity Authenticated At

07/12/2023 16:03 EDT

Signed At

07/12/2023 16:03 EDT

AUDITS**TIMESTAMP**

07/12/2023 14:14 EDT

07/12/2023 14:14 EDT

07/12/2023 16:01 EDT

07/12/2023 16:03 EDT

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07/13/2023 14:25 EDT

AUDIT

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Ronald Moffett (rmoffett@careersourcebroward.com) was emailed a link to sign.

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Ronald Moffett (rmoffett@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

Michele Baldis (mbaldis@careersourcebroward.com) was emailed a link to sign.

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Moya Brathwaite (mbrathwaite@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

**Interagency Collaborative
Agreement
between
Henderson Behavioral
Health, Inc.
and
CareerSource Broward**

Henderson Behavioral Health (HBH) is a private, not for-profit organization, whose mission is to be the premier provider of accessible, cost effective, and quality primary and behavioral healthcare services to the people of South Florida in order to promote their health and well-being. HBH provides an array of behavioral healthcare services including outpatient crisis services, inpatient crisis stabilization, youth and family services, community support, psychosocial rehabilitation, adult outpatient, residential and supported housing, prevention and intervention services, and primary care dependent upon the needs, desires, and availability to individuals with severe and persistent mental illness in Broward County.

CareerSource Broward, a governmental entity formed under FL Stat. § 163.01, and is public workforce development agency serving Broward County providing innovative employment solutions and quality workforce services to businesses and individuals. These services are delivered through three strategically located career centers, which provide individual assistance with the Employ Florida website, job placement services, career coaching, training scholarships, subsidized work-based training and other employment-related needs.

Summary:

HBH and CareerSource Broward agree to jointly collaborate with the VICTORY program in an effort to create a coordinated system of services for Veterans needing community-based behavioral health and support services. This agreement is not just limited to the VICTORY program, any department within HBH can coordinate with CareerSource for referrals of clients in need.

Responsibilities:

Henderson Behavioral Health shall do the following:

- Serve as the lead organization for behavioral health services for Veterans whom are not currently served by Veterans Affairs within Broward County.
- Accept referrals from CareerSource Broward to provide assessment and linkages for those in need of behavioral health services.
- Provide education to CareerSource Broward on behavioral health services including any necessary trainings and/or outreach endeavors.
- Attend meetings required by the partnership to foster collaboration.

CareerSource Broward shall do the following:

- Within limits of capacity, accept referrals from Henderson Behavioral Health.
- Provide workforce re-entry planning and linkages to resources to program participants in partnership with Henderson Behavioral Health.
- Assign a Liaison to coordinate receiving referrals from Henderson Behavioral Health thus increasing access to employment opportunities, career coaching, and job readiness.
- Attend meetings required by the partnership to foster collaboration.

Term & Termination:

This agreement is effective October 1, 2021 and shall automatically renew annually under the same term and conditions, unless terminated earlier in accordance with this Section.

This agreement may be terminated in whole or in part by either party without cause. The agreement will be deemed to be determined 30 days after written notice of intent to terminate

has been received by the other party. This agreement will terminate automatically if either agency ceases operations. In the event of termination, all required reports and obligations to each party to this agreement and to persons referred through the time of termination will be followed through upon and completed even if completion of such obligation exceeds the date of termination.

Reporting:

Outcome data collection will be submitted by each organization on a monthly basis, if applicable.

Confidentiality:

Both HBH and CareerSource Broward have established confidentiality policies governing client related information and client files. Each organization's policies and procedures regarding confidentiality will be applicable to the other for the purpose of this agreement. By virtue of this agreement both parties agree to

uphold the other's confidentiality policies, whichever is most stringent. It is further noted that all matters regarding a client's mental health status, HIV/AIDS and/or chemical dependency history and/or use patterns are held in the strictest confidence.

Dispute Resolution:

Any dispute arising under this Agreement shall first be resolved by informal discussion among the parties, subject to good cause exceptions, including, without limitation, disputes determined by any party to require immediate relief. Any dispute not resolved by informal discussions among the parties within a reasonable time following such discussions' commencement (not to exceed (30) days), may be resolved through any and all available legal means and methods at each party's own expense. The jurisdiction for any dispute that may arise shall be the 17th Judicial Circuit, Broward County, Florida.

Communication:

All notices, given pursuant to this Agreement shall be in writing and personally delivered or sent by certified mail, postage fully paid to:

Henderson Behavioral Health, Inc.
Chief Executive Officer
4740 North State Road 7, Ste. 201
Fort Lauderdale, Florida 33319

CareerSource Broward
Chief Executive Officer
2890 W Cypress Creek
Rd Ft. Lauderdale, FL
33309

Partnership Liaisons:

Deborah Nunez
WP/VETS/TAA Program Manager, CareerSource Broward
dnunez@careersourcebroward.com
(954)202-3830 ext. 3129

Luis Lopez, LMHC
VICTORY Program Supervisor, Henderson Behavioral Health
llopez@hendersonbh.org
(954)921-2600

Miscellaneous Provisions:

Each party agrees it shall not be responsible for any claims, losses, damages, liabilities, costs, expenses, or obligations arising out of or resulting from the negligent or willful misconduct of the other party, its officers, employees, or agents in the performance of services pursuant to this Agreement.


Indemnification Clause:

CareerSource Broward shall indemnify, protect, defend and hold harmless Henderson Behavioral Health (hereinafter referred to as "HBH"), its agents, employees, contractors, board members, payers, and/or partners from and against any and all actions, claims, losses and/or damages, judgments, penalties, attorneys' and other fees, expenses and/or liabilities that may arise out of, involving, or in connection with, the provision of services to any person referred by HBH to CareerSource Broward.

HBH shall indemnify, protect, defend and hold harmless CareerSource Broward, its agents, employees, contractors, board members, payers, and/or partners from and against any and all actions, claims, losses and/or damages, judgments, penalties, attorneys' and other fees, expenses and/or liabilities that may arise out of, involving, or in connection with, the provision of services to any person referred by CareerSource Broward to HBH.

Commitment to Partnership

We, the undersigned have read and agree to this Interagency Collaborative Agreement.


 Steven Ronik Ed.D. A. Vivian Demille / COO Date 3/2/22
 Chief Executive Officer
 Henderson Behavioral Health


 Carol Hylton Date 03/03/2022
 Chief Executive Officer
 CareerSource Broward

SIGNATURE CERTIFICATE




REFERENCE NUMBER

9603BBF6-78ED-4096-BDFD-2DAC6D9887A1

TRANSACTION DETAILS	DOCUMENT DETAILS
<p>Reference Number 9603BBF6-78ED-4096-BDFD-2DAC6D9887A1</p> <p>Transaction Type Signature Request</p> <p>Sent At 03/03/2022 10:59 EST</p> <p>Executed At 03/03/2022 11:18 EST</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum 26c670f14c5e232bc72d74585b4c43ca41d2c8be29c7d0bb3ea17919fb6c66c1</p> <p>Signer Sequencing Disabled</p> <p>Document Passcode Disabled</p>	<p>Document Name Mou Career Source Broward Henderson-</p> <p>Filename mou_career_source_broward_henderson-.pdf</p> <p>Pages 3 pages</p> <p>Content Type application/pdf</p> <p>File Size 163 KB</p> <p>Original Checksum 9892d2a468e047a0c441772db4aa42bb8811f938a31bb12bde36c9893b82916f</p>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Carol Hylton</p> <p>Email chylton@careersourcebroward.com</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 8b310a64236c742a18738d26cece465aadb2dc22ab80fed18d89d2f5a0e7ad70</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID A1706553</p>	<p>Viewed At 03/03/2022 11:18 EST</p> <p>Identity Authenticated At 03/03/2022 11:18 EST</p> <p>Signed At 03/03/2022 11:18 EST</p>

AUDITS

TIMESTAMP	AUDIT
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03/03/2022 10:59 EST	Carol Hylton (chylton@careersourcebroward.com) was emailed a link to sign.
03/03/2022 11:18 EST	Carol Hylton (chylton@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
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03/03/2022 11:18 EST	Carol Hylton (chylton@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

ELIGIBLE TRAINING PROVIDER

VENDOR CONTRACT

Contract # 2024-2027-ETP-152610

Between

CareerSource Broward

And

THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA

Pursuant to the Steven's Amendment
Consolidated Appropriations Act of 2018, Pub. L. No. 115- 141, 132 Stat. 348, div. H, Title V,
Sec. 505 (Mar. 23, 2018)

1. The percentage and dollars of the total costs of the program or project which will be financed with Federal money is determined at the time of individual participant enrollment.

This is a master agreement. No funds are awarded under this contract.

This Agreement entered into on this 28th day of August, 2024 by and between CareerSource Broward, hereinafter referred to as "CSBD", and **THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as Contractor.

The term of this Agreement shall begin on the date the Agreement is executed by all the parties and shall terminate with the completion of the training of the last participant referred by CSBD to Contractor or June 30, 2027, whichever date comes later so long as Contractor continues to meet federal and state "continuing eligibility" requirements.

RECITALS

Whereas, the CSBD Council of Elected Officials, hereinafter, "Council" and the Broward Workforce Development Board, hereinafter "BWDB" have approved Contractor, as an Eligible Training Provider for the purpose of referring program participants for training under its various formula and discretionary, state and federal workforce grants; and

Whereas, Contractor agrees to provide training to participants referred to Contractor, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

A. STATEMENT OF WORK

1. CSBD's ability to enter into this Contract is dependent upon Contractor's approval to be included on the CSBD Eligible Training Provider List (ETPL) for a one (1) year period of initial eligibility followed by two (2) year periods of subsequent eligibility pursuant to the Workforce Innovation and Opportunity Act of 2014 P.L. 113-128, (WIOA) and the rules promulgated thereunder at 20 CFR 680.450 and 680.460. Should Contractor fail to meet initial or subsequent eligibility this Contract shall be immediately terminated.
2. Contractor agrees to provide the course(s) of training as specified in the approved program descriptions, submitted to CSBD for approval by its governing boards. Contractor shall notify CSBD of any changes in the approved program descriptions prior to the enrollment of any individual referred by CSBD.
3. Contractor shall provide their approved course(s) of training at its licensed facility, on-line or at an externship or clinical site based upon the approval granted by the BWDB at the time of submission of their application to be placed on the CSBD Eligible Training Provider List (ETPL).
4. Contractor's approval as an ETP does not obligate CSBD to refer participants. However, Contractor may refer individuals to CSBD for a determination of their eligibility to receive financial assistance and an Individual Training Account (ITA) Voucher from CSBD. CSBD must offer participants "customer choice" and therefore does not guarantee that a student referred to CSBD by Contractor, will ultimately decide to enroll in Contractor's institution.
5. Contractor agrees to enroll participants as students and to provide the training as specified on the Training Voucher, as described below. Training Vouchers must be presented to the campus Cashier or Registrar's office by a referred CSBD participant/student in order for CSBD to reimburse or pay for the participants' tuition as described below.

- a. Course authorization shall only be transmitted via an original signed CSBD Training Voucher, or a Training Voucher transmitted electronically via DocuSign or similar verifiable signature software program delivered to Contractor in accordance with a process agreed to by the parties. Contractor shall not accept Training Vouchers via verbal approval such oral vouchers will not be honored by CSBD. CSBD will not reimburse Contractor for courses not on the official CSBD signed Training Voucher.
- b. Contractor agrees not to enroll a referred participant into courses not listed on the Training Voucher. CSBD will not be responsible for reimbursement of the tuition or associated fees for unauthorized courses. Contractor shall not require any participant/student to sign a tuition Contract between the student and Contractor for unauthorized courses.
- c. Training shall be in the occupational area identified on the Training Voucher for the specified weeks of instruction, and/or hours per course as outlined in Contractor's current academic year Course Catalogs and approved for the student at the time of their enrollment.

6. Participant Training Vouchers and Individual Training Accounts

- a. An individual training account (ITA) refers to the scholarship amount available to pay for a participant / student's tuition or course(s).
- b. Training Voucher refers to the instrument used by CSBD to identify the courses of study and the amount of ITA funds allocated to an individual participant for the courses and time frames described on the voucher.
 - i. Vouchers may be issued for less than the full amount of tuition or the cost of the course of study.
 - ii. Vouchers may be issued each semester if Contractor offers training on a semester basis or in increments applicable to the schedule of courses offered by Contractor.
 - iii. Participant/Students are issued a Training Voucher each semester or at the completion of a course of training prior to registration for the new semester or course. In order to receive a new Voucher CSBD must receive a copy of the participant/student's transcript or an acceptable form of progress report. Contractor or CSBD may obtain a FERPA release from students to be able to share student information.
 - iv. Each Training Voucher will list the course selections and other items allowable for that participant/student.
- c. Neither Contractor nor referred participant/students shall have any property rights which attach to an ITA.
- d. The parties agree that Training vouchers are not transferable, cannot be sold and have no intrinsic value.
- e. From time-to-time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from CSBD. If a transfer is authorized by Contractor prior to receiving written approval

from CSBD, CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.

- f. Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old as they will be considered expired and CSBD shall not be obligated to reimburse for those Training Vouchers.
7. Contractor agrees to provide CSBD with the grade level at which the course material and textbooks for the individual courses of study are normed so that CSBD can properly determine a participant's qualifications to be successful in the course of study offered by Contractor.
 8. Participant/students literacy and numeracy skills may be assessed by CSBD and a prospective participant/student who is not within one grade level of the course materials may be determined as ineligible for the course of training to be provided by Contractor.
 9. Combining Pell Grants and Other Financial Aid with CSBD Financial Assistance
 - a. Contractor's Financial Aid Office shall assist CSBD participant/students in determining their eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance or other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
 - b. CSBD will obtain a FERPA release from its participant/students so that Contractor can share PELL award and other information.
 - c. CSBD will issue an initial training voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to CSBD by Contractor.
 - d. Contractor agrees that they will not collect more than the advertised tuition for each participant/student enrolled. Contractor shall follow federal rules applicable to a determination of the order in which federal financial assistance shall be applied. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the Participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of WIOA funds.
 - e. Contractor agrees to immediately inform CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility
 - f. Contractor will not defer or delay payments of PELL or other financial assistance to students.

10. PERFORMANCE

- a. The approval of Training Vouchers for a course of study is subject to performance by Contractor. Following CSBD governing boards' approval to add a course of study to the ITA list, Contractor shall be limited to ten (10) CSBD student/participants for each course of study from the date that the contract is signed until such time as the seventy percent (70%) training-related placement rate can be documented, through Florida Education and Training Placement Information Program (FETPIP).

- b. A minimum of seventy percent (70%) of the students enrolled who complete training must be placed in a training related jobs within ninety (90) days or such other period as may be determined by the CSBD governing boards following their completion of training. Training related shall be determined in accordance with the State of Florida definition.
- c. Failure to meet performance shall result in the suspension or termination of referrals and award of an ITA for of the course of training or program. Referrals shall continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time Contractor may reapply for approval of the course or study of program.

B. COMPENSATION

1. Tuition or course fees shall be based on the tuition or course fee advertised to the general public.
2. The CSBD Training Voucher may cover enrollment, tuition, book and lab fees, registration and such other fees, as applicable, minus any scholarships or other financial aid the participant/student receives.
3. CSBD cannot reimburse tuition or course fees in excess of the CSBCF ITA cap or the actual cost of tuition or the course of training whichever is less
4. Contractor agrees to accept the CSBD Training Voucher for purposes of allowing participant/students to register and enroll in lieu of a cash, electronic payment or check prior to the start of classes. Contractor shall submit invoices to CSBD for each Training Voucher submitted and accepted by Contractor.
5. Contractor shall date stamp Training Vouchers when they are received. In order to be paid, Contractor shall submit an invoice to CSBD within forty-five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, including change fees, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty-five (45) days of receipt of the Training Voucher shall be voided and CSBD will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for CSBD to reimburse for the Training Voucher.
6. Tuition and fees billed to CSBD must be calculated minus any scholarships or other financial aid available and awarded to the participants/student.
7. Upon final payment to Contractor of amounts due at the end of each program year under this Contract, less any credits, refunds, or rebates due to CSBD, Contractor hereby releases and discharges CSBD from any financial claims arising from this Contract for that program year. To be entitled to payment, invoices must be received from Contractor within forty-five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited and CSBD will not honor any requests submitted after the aforesaid time period.
8. Contractor's prices may change from the time of their approval for inclusion on the ITA List. Course tuition charges set by the Florida Legislature and signed into law shall be effective in accordance with the timeframes set by the statute and upon approval of the

Contractor Board of Trustees. Contractor agrees to maintain the price proposed for certificate courses at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. Adjustments to tuition or price schedules for private proprietary institutions must be submitted in May of each year to be effective July 1 through June 30 of the following program year period. Reimbursements for tuition and fee schedule adjustments will be limited to the cap set for ITA scholarships by the CSBD governing boards.

9. Public institutions shall be reimbursed on a semester basis and in accordance with their change/drop schedules.
10. Private not-for-profit or private for-profit institutions, shall be reimbursed monthly by dividing the tuition or costs / total # months needed to obtain the credential or certificate up to the amount of the ITA awarded the participant. CSBD shall not be responsible for reimbursement of tuition for any month in which participant(s) is not in attendance for a minimum of ten (10) class days.
 - a. For withdrawals after the first ten (10) class days of the month, CSBD shall be responsible for the monthly payment through that month only; after which, CSBD shall not be responsible for any unpaid portion of the tuition applicable to the individual who has dropped out or withdrawn.
 - b. Contractor shall return all refunds or credits to CSBD within forty-five (45) business days of receipt or credit respectively, with sufficient information to identify the cause of that refund or credit.
 - c. Contractor agrees to provide CSBD with student attendance data with each invoice submitted for payment.

C. THE CONTRACT DOCUMENTS

1. The following documents are incorporated by reference into this Contract as if fully set forth herein:
 - a. Contractor's approved application to CSBD to be included on the ETPL and each course/program application approved by the CSBD governing boards.
 - b. The Contractor Catalog which is on file with Contractor and a copy of which has been provided to CSBD or which is posted on Contractor's website at the time approval of Contractor's courses/programs by the CSBD
 - c. The original signed Training Voucher(s)
 - d. CareerSource Florida Administrative Policy 90

<https://www.floridajobs.org/local-workforce-development-board-resources/policy-and-guidance/guidance-papers>
 - e. Certification regarding Debarment and Suspension
 - f. Drug Free Workplace Form

- g. Lobbying Disclosure
 - h. Lobbying Certification
 - i. Assurances and Certifications
 - j. The State of Florida Data Sharing Contract (Non-Disclosure and Confidentiality Contract)
 - k. Certification Regarding Environmental Tobacco Smoke
 - l. A Copy of the licenses/approvals from the Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the CSBD governing Boards designated as necessary to meet licensing and accreditation criteria in order for Contractor to be included on the CSBD ETPL
 - m. Accreditation Information
2. Any conflicts between the contract documents shall be resolved in this order:
- a. The Contract Provisions.
 - b. The Training Voucher.
 - c. The Contractor Catalog submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.
3. This Contract shall not be considered fully executed and participants shall not be referred until all the documents necessary to complete the Contract file are provided, including but not limited to resolutions, if required, identifying the signor, or completed Execution pages with the proper signors, the correct legal name of the entity, and signed attachments as applicable.

D. TERMINATION, SUSPENSION AND FAILURE TO PERFORM .

- 1. Either party may terminate this Contract for convenience upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Contract or such shorter period as may be mutually agreed to by the parties. In such event, Contractor shall be entitled to receive payments for tuition or fees in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. CSBD shall not be liable for any tuition, fees, or costs after the effective date of termination.
- 2. CSBD may immediately terminate this Contract in the event of the de-obligation or cancellation of the grants providing the funding to support the activities under this Contract.
- 3. CSBD may terminate this Contract or remove a course of study from the list of approved courses for the award of an ITA, as applicable, at any time that the CSBD Chief Executive Officer determines that any of the following has occurred:

- a. Contractor has failed to provide the program of study approved for funding by the CSBD governing boards.
- b. Contractor has failed to comply with PELL requirements as described in this Contract or Contractor loses its eligibility to receive PELL grants for its students or for a program of study approved for training by CSBD.
- c. Contractor changes the licensed location of its school as authorized by the Florida Department of Education.
- d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education.
- e. Contractor is charging CSBD participant/students a tuition of fee different from that offered to the general public for the same course of study.
- f. Contractor's status as an ETP has been suspended or terminated by the Florida Department of Economic Opportunity or the REACH Office.
- g. Contractor has reported inaccurate performance or demographic information to the state.
- h. Contractor has violated CareerSource Florida Policy 90 which may be accessed at:

https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9

or as may be amended by the REACH Office.
- i. Engaged in fraud, criminal acts, incapacity, unfitness, neglect, incompetence, irresponsibility, offered unlawful remuneration to attract participants, misfeasance, malfeasance, nonfeasance or lack of performance.
- j. Contractor has failed to take corrective action:
 - i. Regarding a student Complaint. In the event of a student/participant complaint if it relates to Contractor, Contractor shall address the complaint in accordance with its internal processes.
 - ii. Regarding a monitoring or audit finding related to fiscal issues and after notification contractor has not complied with an agreed to corrective action plan.
- k. Contractor's school and/or course of study have had its accreditation suspended or lost its accreditation.
- l. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ETPL.
- m. Contractor has not met the required performance as described herein.
- n. There have been no enrollments into Contractor's courses of study for any twelve (12) month period.

- o. Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.
- 4. Termination for any of the reasons cited in paragraph 3 immediately above may result in suspension of the course or Contractor from being included on the EPTL for a period of two (2) years after which Contractor may reapply for initial eligibility in accordance with 20 CFR 680.450 - 460.
- 5. If Contractor's eligibility to serve as an ETP is terminated or referrals to a course of study or program is suspended or terminated, CSBD shall not be obligated to reimburse Contractor for Training Vouchers issued following notice of termination of eligibility or suspension as applicable.
- 6. Suspension.
 - a. CSBD may suspend this Contract or referrals into a course of study/program for any of the reasons listed in paragraph 3 above.
 - b. CSBD may suspend referrals to a course of study if Contractor delays the start date of training by more than five (5) business days.
 - c. CSBD may suspend referrals to a course of study if it is not offered to the general public.
 - d. CSBD may suspend referrals to a course of study if the training program is for an occupation no longer considered to be in demand because it ceases to be on the State of Florida Targeted Occupations in Demand List for the local Region,
 - e. CSBD may suspend referrals to a program if the program of study is materially changed from the description provided in Contractor's application because additional hours have been added or there is an increase in tuition.
 - f. CSBD may suspend referrals to a program if CSBD deems the course of study or school to be detrimental to its participant/students.
- 7. Notices of termination or suspension shall be in writing in accordance with the Notice section under this Contract.

E. GENERAL REQUIREMENTS

1. Reports

- a. Contractor agrees to file course completion and placement information for CSBD students with the Florida Education and Training Placement Information Program (FETPIP) Office of the State of Florida and to provide CSBD with copies of the FETPIP report annually or upon request.
- b. Contractor shall provide CSBD with tuition or program cost information provided to the general public.

- c. Contractor agrees to provide CSBD with such additional information as may be required by the State of Florida including but not limited to
 - i. The names of the program participants who are in unsubsidized employment during the second quarter after exit from the program.
 - ii. The names of the program participants who are in unsubsidized employment during the fourth quarter after exit from the program
 - iii. The hourly wage of each of the program participants who are in unsubsidized employment during the second quarter after completing their course of study and exiting from the program;
 - iv. Evidence of participant/students' progress in their course of study in order for the participant/student to be issued a Training Voucher or for purposes of reporting performance to the State of Florida in accordance with a schedule to be provided by CSBD
- d. Contractor shall immediately notify CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.

2. Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training

- a. Contractor shall notify CSBD within five (5) business days of a participant's formal withdrawal, or absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
- b. Contractor agrees to notify CSBD when a participant successfully completes the training program into which they are enrolled and shall provide a copy or evidence of a participant/student's license, certificate, credential, diploma or degree, when obtained by CSBD participants, even if the participant/student has an outstanding balance with the Contractor. CSBD shall provide a FERPA or applicable release to be able to receive the information if required.

3. Maintenance of Records, Access and Monitoring

- a. Contractor shall keep copies of all records, accounts, and documents pertaining to this Contract or any Amendment hereto, including student information, for five (5) years following the expiration of this Contract.
- b. In the event of an audit or monitoring finding, claim, litigation, or other action involving this Contract or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- c. Contractor agrees to allow authorized representatives of CSBD, the Florida Department of Economic Opportunity, the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor, (US DOL), or Health and Human Services (HHS) to monitor classes in which participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and review payments made

under this Contract. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws").

- d. Contractor agrees to accept the properly executed FERPA form which designates with specificity the information the student wants disclosed to CSBD signed by students whose tuition is in whole or in part paid for by CSBD.

4. Notice

- a. All notices or communications required to be given by this Contract from one party to the other must be (i) given in writing, or transmitted by facsimile, and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, to the mailing address of each party as follows:

FOR CSBD:

To: CSBD President/CEO
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309
Fax: (954) 337-3255

FOR CONTRACTOR:

To: Miami Dade College President
300 N.E. 2nd Avenue
Miami, FL 33132
Fax: 305-237-7654

With a copy to:

Javier A. Ley-Soto, Esq.
General Counsel
Miami Dade College
300 N.E. 2nd Avenue, Room 1453
Miami, Florida 33132

- b. Notices shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed, provided that the sender has received a confirmation of such fax. A party may, for purposes of this Contract, change his, her or its address, fax number, or the person to whom a notice should be transmitted, by giving notice of such change to the other party pursuant to the above.

5. Force Majeure

- a. "Force Majeure" shall mean an event beyond the control of Contractor or CSBD, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
 - i. An act of God, such as, but not limited to, hurricanes, earthquakes, drought, tidal waves and floods;

- ii. Explosions and fire;
 - iii. War, hostilities, whether war be declared or not, invasion, act of foreign enemies, mobilization, requisition, or embargo;
 - iv. Strike, go slows, lock outs or disorder; and
 - v. acts or threats of terrorism.
 - vi. In the event of a Force Majeure
- b. Neither the Contractor nor CSBD shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the Effective Date.
 - c. The "Affected Party," prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
 - d. If Contractor is unable to hold classes or to register and enroll students, CSBD may direct the students to other schools or may advise them to wait until Contractor is operational depending upon what will best suit the needs of the student/participant.
 - e. If participants have already submitted their Training Vouchers but have not yet attended class or are within the drop/add period Contractor shall return the fees and/or tuition paid within thirty (30) days of receipt of payment.
 - f. If participants have attended class and are beyond the drop/add period Contractor and CSBD shall meet to determine the best course of action for the participant/students. This may include a pro rata partial refund of payments made on behalf of the participant/students.

6. Compliance with Applicable Laws and Regulations

- a. Contractor agrees to adhere to Workforce Innovation and Opportunity Act of 2014 P.L.113 -128 as it may be amended and applies to activities under this Contract.
- b. Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-Contracts.
- c. Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD.
- d. When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as described in Attachment 3. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required; it may be obtained from CSBD. All disclosure forms required

by the Certification Regarding Lobbying form must be completed and returned to CSBD.

- e. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, Contractor certifies it is not presently nor previously within a three (3) year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor will provide assurances of compliance as certified in the Contract Attachment titled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.
- f. When applicable, the Contractor shall disclose all related party transactions.
- g. Contractor shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Contractor pertaining to any program funded by this agreement or amendment hereto, available to CSBD, the Comptroller, General of the United States, the federal government and / or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews, investigation, survey or examination, even though, the Contractor may at the time of the request no longer be operating programs for CSBD or be a Contractor of CSBD.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-202-3830, PUBLICRECORDS@CAREERSOURCEBROWARD.COM, 2890 W. CYPRESS CREEK ROAD, FORT LAUDERDALE, FL 33309.

- h. To the extent applicable Contractor shall comply with 2 CFR§ 200.216 Prohibition on Certain Telecommunications and video surveillance services or equipment.
- i. To the extent applicable Contractor shall comply with 2 CFR§ 200.300 Statutory and National Policy requirements.
- j. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.322 Domestic preferences for procurement.
- k. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.323 Procurement of recovered materials.

7. Indemnification

As Contractor is a state agency, as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign

immunity as applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

8. Governing Law and Venue

- a. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal issues arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts in Broward County, Florida the venue situs.
- b. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.
- c. Contractor Obligation to Adhere to Public Entity Crimes Policy. Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD competitive procurement activities

Contractor represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity crime) and that it has not been formally charged with committing an act defined as a (public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

- d. Compliance with E-Verify. Contractor agrees to comply with Florida Statutes 448.095 and shall:
 - i. Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,
 - ii. Not employ, contract with, or subcontract with an unauthorized alien

- iii. Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.
 - e. Compliance with Equal Employment and Discrimination Laws. Contractor agrees to adhere to the following equal employment laws as applicable to Contractor:
 - i. Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
 - ii. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
 - iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended
 - iv. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended,
 - v. Applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)
 - vi. WIOA Non-Discrimination Requirements 29 CFR part 37 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.
9. Amendments
 - a. This constitutes the entire Contract between the parties. Any modification or addition hereto shall not become binding on either party until accepted by both parties, reduced to writing and attached hereto as an Amendment to this Contract.
 - b. The parties further agree that this Contract may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.
10. Assignment. Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Contract without prior written approval of CSBD.
11. Prior Contracts. This document incorporates and includes, all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, Contracts, understandings concerning the subject matter of this Contract, that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and CSBD.
12. Independent Contractor. The parties understand and agree that they are independent contractors and no provisions of this Contract shall be construed as creating an agency or employment relationship between the parties and their employees, agents, subcontractors or assigns.

13. Headings. The headings of the sections of this Contract are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

14. Term

- a. This Contract shall begin on the date it is executed by all the parties and shall terminate on June 30, 2027 unless:
- i. Contractor's status as an initial ETP is terminated in the year following their approval as an ETP in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity; or
 - ii. Contractor's status for subsequent eligibility as an ETP is terminated or expires in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity;
 - iii. Contractor fails to reapply for subsequent ETP status three (3) months prior to June 30, of the program year in which their eligibility status must be redetermined, in which case there will be no referrals to Contractor until their "continuing eligibility" as an ETP has been approved by the Florida Department of Economic Opportunity or REACH Office.
- b. CSBD reserves the right to continue participants referred by CSBD to Contractor until their training is complete or to transfer the participants and be relieved of its obligation to Contractor for payments beyond the termination date if this Contract is terminated because: Contractor has lost their eligibility status as an ETP for any reason.

15. Execution

This Contract and any attachment, exhibit or amendment, ("the Documents") related to this Agreement required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. The Parties agree that any Electronic Signature shall be valid and binding on each of the Parties to the same extent as a manual, original signature, and enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any of the Documents may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Document.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA signing by and through its (Title of Signatory) Provost on the 26th day of August, 2024 and CareerSource Broward Florida signing by and through its President/CEO, following Board Action on May 23, 2024.

AS TO THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA:

ATTEST Dr. Alexia Rolle L.S.

Isamar Inel Casanville L.S.

BY: Malou C. Harrison

(Signature)

Print Name: Malou C. Harrison

TITLE: Provost

DATE: 08/26/2024

Approved as to form and legal sufficiency:

L. Christopher Saunders

L. Christopher Saunders, Esq.
Assistant General Counsel

AS TO CAREERSOURCE BROWARD:

ATTEST Amber Williams L.S.

Moya Brathwaite L.S.

BY: Carol Hylton

(Signature)

Print Name: Carol Hylton

TITLE: President/CEO

DATE: 08/28/2024

Approved as to form by the CareerSource Broward
General Counsel
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309

BY: Rochelle J. Daniels

Rochelle J. Daniels
General Counsel

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Malou C. Harrison

08/26/2024

Signature

Date

Malou C. Harrison

Provost

Print Name and Title of Authorized Representative

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Malou C. Harrison

08/26/2024

Signature

Date

M. C. Harrison

Print Name

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants. and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name. if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
- (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier
Sub awards

1. Type of Federal Action

2. Status of Federal Action:

3. Report Type: Contract Grant Cooperative Agreement Loan
 Loan Guarantee Loan Insurance Bid/Offer/Application Initial Award
 Post award
 Initial Filing Material Change: Year _____ Qtr _____ Date of last report

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹
 1. Type of Federal Action: _____ 2. Status of Federal Action: _____ 3. Report Type: _____

- | | | |
|--------------------------|--------------------------|---------------------------|
| a. contract | a. bid/offer/application | a. initial filing |
| b. grant | b. initial award | b. material change |
| c. cooperative agreement | c. post-award | For Material Change Only |
| d. loan | | year _____ quarter _____ |
| e. loan guarantee | | date of last report _____ |
| f. loan insurance | | |

4. Name and Address of Reporting Entity: _____ Prime _____ 5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier _____ if known: Address of Prime:

Congressional District, if known: _____ Congressional District, if known: _____

6. Federal Department/ Agency: _____ 7. Federal Program Name/Description: _____

CFDA Number, if applicable: _____

8. Federal Action Number, if known: _____ 9. Award Amount, if known: _____

10. a. Name and Address of Lobbying Entity

(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a.)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):
_____ actual _____ planned _____

12. Form of Payment (check all that apply):

- a. cash
- b. In-kind, specify: nature _____
value _____

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.²

Signature Malou C. Harrison

Print Name Malou C. Harrison

Title Provost

Telephone Number 3052377248 Date 08/26/2024

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the 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 agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) 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 agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA	ETP
Grantee/Contractor/Organization	Program/Title
Malou C. Harrison	<i>Malou C. Harrison</i>
Name of Certifying Official	Date
Print Name and Sign	
	08/26/2024

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified

by identified by the DOL as of September 30, 2020 at: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>.

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do no come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any

institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

I. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (vwww.fvvs.Rov/officesl).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities: and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U S C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.eov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term: or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension

b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminated if Contractor

- 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or

2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse

must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09)

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7)

cc. Copeland "Anti-Kickback" ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. 1352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

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

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource Broward and Contractor.

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of the Department for Economic Opportunity (hereinafter, DEO) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Investment Act (WIA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Contractor, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Contractor is aware that there is a DEO Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.

C. Contractor, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Contractor must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Contractor's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Agreement to CareerSource Broward.

D. Contractor shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Contractor will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Contractor will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit D. These forms shall be submitted to CareerSource Broward. Contractor shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer in need of system access so that

CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

F. Contractor agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Contractor, subcontractors and their employees may obtain access to information that is otherwise confidential; however, that access does not alter the confidential nature of the information. It is incumbent upon Contractor, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the DEO Intranet.

V. Indemnity:

Contractor is an independent contractor and shall carry out, exercise and execute its duties under this Agreement as an independent contractor. In discharging said duties and responsibilities, Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. Subject to the limitations and provisions of Section 768.28, Florida Statutes, as may be amended. Contractor agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

This Agreement may be terminated upon failure of either party to abide by the terms of the Agreement or for the convenience of the parties, within thirty (30) days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of Agreement:
This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Contractor

Name of Contractor:
THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA

Name of President or Officer: Malou C. Harrison

(Signature) Malou C. Harrison

(Title) Provost

(Date) 08/26/2024

ACCEPTED BY CareerSource Broward:

Name of President/CEO: CAROL HYLTON

(Signature) Carol Hylton

(Title) President/CEO

(Date) 08/28/2024

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children’s services and that all sub-grantees shall certify accordingly.

Malou C. Harrison

08/26/2024

Signature and Date

Malou C. Harrison

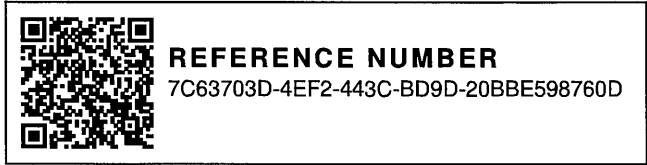
Printed Name

Provost

Title

THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA
Organization

SIGNATURE CERTIFICATE



TRANSACTION DETAILS

Reference Number
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Transaction Type
Signature Request

Sent At
07/11/2024 15:38 EDT

Executed At
08/28/2024 12:06 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
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Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
REVISED-2024-2027-Miami-Dade College-Eligible Training Provider Contract No 2024-2027-ETP-152610

Filename
REVISED-2024-2027-Miami-Dade_College-Eligible_Training_Provider_Contract_No_2024-2027-ETP-152610.pdf

Pages
38 pages

Content Type
application/pdf

File Size
254 KB

Original Checksum
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SIGNERS

SIGNER

Name
Dr. Alexia Rolle

Email
arolle@mdc.edu

Signer Sequence
2

Components
1

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
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IP Address
147.70.115.78

Device
Chrome via Windows

Typed Signature
Dr. Alexia Rolle

Signature Reference ID
604B563F

EVENTS

Viewed At
08/28/2024 12:05 EDT

Identity Authenticated At
08/28/2024 12:06 EDT

Signed At
08/28/2024 12:06 EDT

Name
L. Christopher Saunders

Email
lsaunde1@mdc.edu

Signer Sequence
1

Components
1

Status
signed

Multi-factor Digital Fingerprint Checksum
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IP Address
147.70.105.118

Device
Chrome via Windows

Typed Signature
L. Christopher Saunders

Signature Reference ID
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Viewed At
08/27/2024 15:35 EDT

Identity Authenticated At
08/27/2024 15:36 EDT

Signed At
08/27/2024 15:36 EDT

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Email mharrison@mdc.edu	Multi-factor Digital Fingerprint Checksum 591735ec7c127e084721baa6dfdaeddc47ed15bd4e5236cbdfabd4f4f701eb36	Identity Authenticated At 08/26/2024 17:29 EDT
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AUDITS

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07/16/2024 16:27 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) modified signer email/name for 'REVISED-2024-2027-Miami-Dade_College-Eligible_Training_Provider_Contract_No_2024-2027-ETP-152610.pdf' on Chrome via Windows from 67.23.70.69.
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08/27/2024 15:34 EDT	L. Christopher Saunders (Isaunde1@mdc.edu) was emailed a reminder.
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TIMESTAMP**AUDIT**

08/27/2024 15:36 EDT

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08/27/2024 15:36 EDT

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08/28/2024 12:05 EDT

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08/28/2024 12:05 EDT

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08/28/2024 12:06 EDT

Dr. Alexia Rolle (arolle@mdc.edu) signed the document on Chrome via Windows from 147.70.115.78.

SIGNATURE CERTIFICATE



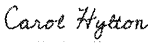
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Moya Brathwaite</p> <p>Email mbrathwaite@careersourcebroward.com</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 0a2268ff0b7bb3dda38aef820dc34963a42991642ceadaf4d19a26f01f8841a2</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Moya Brathwaite</i></p> <p>Signature Reference ID 178B1C7D</p>	<p>Viewed At 08/28/2024 14:36 EDT</p> <p>Identity Authenticated At 08/28/2024 14:37 EDT</p> <p>Signed At 08/28/2024 14:37 EDT</p>
<p>Name Amber Williams</p> <p>Email amwilliams@careersourcebroward.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 20e39a6adc06b2480c922ef26cdf5c34d151171753fa640fb4c0a22914dc6860</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Amber Williams</i></p> <p>Signature Reference ID 4B1E14D9</p>	<p>Viewed At 08/28/2024 13:16 EDT</p> <p>Identity Authenticated At 08/28/2024 13:20 EDT</p> <p>Signed At 08/28/2024 13:20 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
Name Carol Hylton	Status signed	Viewed At 08/28/2024 13:14 EDT
Email chylton@careersourcebroward.com	Multi-factor Digital Fingerprint Checksum df5b0b25abbaf646ce9f236a4a4c5aee922de6cf0d63cd9fd4a0620863467695	Identity Authenticated At 08/28/2024 13:15 EDT
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AUDITS

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08/28/2024 14:37 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

**CAREERSOURCE BROWARD
Memorandum of Understanding
July 1, 2023 to June 30, 2026**

This Memorandum of Understanding is entered into by and between CareerSource Broward on behalf of the Broward Workforce Development Board, Inc., (BWDB) and the CareerSource Council of Elected Officials (CSBD Council), as their administrative entity AND the One-Stop legislative partners as listed below (collectively the parties) under the Workforce Innovation and Opportunity Act (WIOA) Pub. L. 113-128, 29 U.S.C. 3101, as further described herein to start on the date this MOU is executed by all the parties and shall terminate on June 30, 2026.

RECITALS

WHEREAS WIOA Section 121(c)(1) requires that the BWDB, in concert with the CSBD Council, develop and enter into a Memorandum of Understanding (MOU) consistent with WIOA Section 121(c)(2) with each of the One-Stop Partners; and

WHEREAS, the MOU must describe how each of the WIOA One-Stop Partners will coordinate to operate the One- Stop Delivery System in the Broward Workforce Development Area under WIOA; and

WHEREAS, the MOU must describe how each of the WIOA One-Stop Partners will coordinate to proportionately, based on use, support the infrastructure and operating costs of the One- Stop Delivery System in the Broward Workforce Development Area; and

WHEREAS, the MOU must be the product of discussion and agreement between the BWDB and the CSBD Council, as represented by CSBD and the One-Stop Partners in accordance with 20 CFR 678.500 (a); and

WHEREAS, CSBD representing the BWDB and the CSBD Council has met with and worked with the WIOA One-Stop Partners, party to this MOU and the One-Stop Operator to arrive at the agreements in this MOU;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

I. Purpose

- a. The purpose of this MOU is to describe how the WIOA legislative One-Stop (OS) Partners will coordinate their funding streams, resources and personnel to serve their mutual customers through the comprehensive one stop located at 7550 Davie Road Extension, Hollywood, FL 33024 and its affiliate centers located at 2610 Oakland Park Blvd., Oakland Park, FL 33311 and 4941 Coconut Creek Pkwy, Coconut Creek, FL 33063.

b. The description shall include:

1. The services to be provided through the OS Delivery System,
2. The manner in which services will be coordinated and delivered among the partners through the OS System.
3. The manner in which the costs of maintaining and delivering services through the One-Stop system will be shared as expressed in an Infrastructure Funding Agreement (IFA) agreed to by all the parties/partners.
4. The methods of referral among the OS Partner Agencies to assure the most effective and highest quality services for their mutual customers.

II. **Name and Location of the Comprehensive One-Stop Center**

The BWDB and the CSBD have established one comprehensive One-Stop Career Center to serve job-seekers and employers in the Broward Workforce Development Area which is the South Center located at: 7550 Davie Road Extension, Hollywood, FL 33024.

III. **The Parties to the MOU**

This MOU is the result of a collaborative agreement between the CSBD Council and OS partners listed below all of which have agreed to the tenets and participated in the development of this MOU as follows:

a. The Partners

OS Mandated Partner	Represented By
WIOA Title I Adult, Dislocated Worker and Youth Programs	The CSBD Council and the BWDB
WIOA Title II AEFLA ¹	The School Board of Broward County
WIOA Title III Wagner-Peyser Employment Service	The State of Florida Department of Economic Opportunity
WIOA Title IV Vocational Rehabilitation	The Florida Department of Education
Carl Perkins Career and Technical Education	The School Board of Broward County and The District Board of Trustees of Broward College, Florida
WIOA Title V Older Americans Act	The AARP Foundation and the Urban League of Palm Beach County

¹ Adult Education and Family Literacy Act

Veterans Employment and Training	The State of Florida Department of Economic Opportunity
Trade Adjustment Assistance Act	The State of Florida Department of Economic Opportunity
Community Service Block Grant	Broward County
Unemployment Insurance	The State of Florida Department of Economic Opportunity
Temporary Assistance for Needy Families/WTP	The State of Florida Department of Economic Opportunity
Supplemental Nutrition Assistance Program (SNAP)	The State of Florida Department of Economic Opportunity
Housing and Urban Development Employment & Training	N/A
Second Chance Act	OIC of South Florida
Native American Programs	N/A
Migrant Seasonal Farmworkers	N/A
Jobs Corps	N/A
Youth Build	N/A

- b. The OS Partners which did not participate in this MOU included the Migrant and Seasonal Farm Workers Program, Youth Build, the Native American Programs, and Housing and Urban Development as they are not currently providing employment and training services in the Broward Workforce Development Area.

IV. The OS Partners Vision and Mission

CSBD and the OS partners met with the OS Operator (OSO) selected by the BWDB and the BWDB Council, to develop a vision and common goals for the OS system which is outlined below. The parties developed and agreed to the vision and mission as stated below and which form the foundation of the MOU entered into by and between the partners as follows:

a. The OS Partner Vision

The strategic vision for WIOA implementation is to enhance alignment of workforce, education and economic development systems through improved service integration that provides businesses with skilled, productive and competitive talent and Broward County residents with employment, education & training that reduce welfare dependence and increase opportunities for self-sufficiency, high skill and high wage careers and lifelong learning.

b. The OS Partner Mission

To achieve the shared vision and mission the OS partners have developed and agreed to the below listed goals. The goals are aligned with the BWDB Strategic Plan as follows:

1. Promote accountable, transparent, and data driven workforce investment through performance measures, monitoring and evaluation that informs strategies, drives operational excellence and empowers an effective and efficient workforce delivery system
2. Bring together citizens, employers and educational providers to develop programs to support high-quality education/training and employment services to meet regional workforce needs.
3. Encourage employers by engaging and identifying their needs, and educating and connecting them to the workforce system to produce innovative workforce solutions.
4. To align Broward County community services to maximize employment and work opportunities for targeted populations (veterans, youth, individuals with disabilities, older workers and returning citizens).

To implement the goals the OS partners in cooperation with the OSO are committed to Meeting twice a year to discuss the continuous improvement of the OS delivery system.

Reviewing the MOU annually and during the last meeting of each program year for the purpose of modifications which shall be made by consensus.

Maintaining minutes of the meetings to assure follow up. Minutes shall be the responsibility of the OSO.

V. OS Partner CSBD Career Center Values

- a. The WIDA Title I staff and OS partners situated at the South One Stop Center and their OS partners connected through technology share a common belief that:
 1. Infusing a sense of achievement in their job seekers through skills attainment and work results in a workforce ready to meet the future.
 2. Employers will invest in the local workforce area when a skilled workforce is available to them.
- b. This is accomplished through:
 1. Customers have easy access to integrated basic career services, individualized Career Services, Training Services, Placement and Follow-Up.

2. The welcome process in the Career Center as well as the welcome process at each technologically connected one-stop partner location.
 3. The intake process which includes a referral and follow up process that assures that each customer will receive the career services appropriate to their needs.
 4. The initial skills assessment.
 5. Available services
 6. Pathways to a wide range of training services to improve customer employment opportunities through skill upgrading, skill validation, and credentialing.
- c. OS Partners coordinate services with services available only through the CSBD Career Center. OS Partners can sequence or co-enroll customers so they can receive basic literacy skills and skills advancement through a traditional classroom or a work-based training option.
 - d. OS services to area businesses include individualized "sales" presentations, information on Work Opportunity Tax Credits, Opportunity Zones, Federal Bonding, On-the-Job Training, Registered Apprenticeships, staffing services through Job Order Listings and scheduled recruitments in the Career Centers.

VI. One Stop Partner Services

a. History

1. In 2019 the BWDB and CSBD Council approved the issuance of a request for quotes (RFQ) for a one-stop operator.
2. Three proposals were received and reviewed by CSBD staff for responsiveness. A Review Committee comprised of BWDB members reviewed the proposals, interviewed proposer representatives, rated and ranked the proposals and recommended Workforce Guidance Associates, LLC to the BWDB and CSBD Council.
3. In 2022 the BWDB and CSBD Council approved the issuance of a new request for quotes (RFQ) for a one-stop operator.
4. One proposal was received and reviewed by CSBD staff for responsiveness. A Review Committee comprised of BWDB members reviewed the proposals, interviewed proposer representatives, rated and ranked the proposals and recommended Workforce Guidance Associates, LLC to the BWDB and CSBD Council.

b. Access to Skills Development

1. A primary objective of the Governor, and therefore of CSBD is to increase the self-sufficiency of our citizens and residents. To do this we work with our customers to assist them to follow a career pathway that includes skill attainment. Skill attainments command higher wages.
2. Skilled workers can expect to find businesses and jobs that locate around centers of an available and able workforce

c. The Provision of Integration of Services

1. Comprehensive services shall be offered to job-seekers at the CSBD Career Centers or by referral to an OS Partner.
2. Customers of the CSBD Career Centers first access Wagner Peyser services through CSBD guided and co-located Employment Service staff. Employment Service staff offer one on one services to customers referring customers who need more than minimal assistance, access to workshops or job search resources to WIOA funded Title I Career Center staff.
3. Customers can meet with staff on a one-by-one basis so their needs can be assessed and they can be directed to products and services within the OS to help them meet their individual employment and skill development goals.
4. OS partner staff participate in cross-training on programs offered through the Career Centers and in the community so they can make appropriate and meaningful referrals.
5. The OS Operator shall meet with representatives of our OS Partners twice a year at a minimum to review cross referrals, barriers to services, new and discretionary grants offering additional opportunities.
6. The OS Partners shall review technology solutions and make recommendations to enhance services offered.

d. Responsibilities of the CSBD OS Partners

1. The One-Stop Partners party to the MOU agree to share in the planning, implementation, and operation of the CSBD One Stop system with the assistance of the OS Operator, as provided for herein.
2. All OS Partners agree to assist and participate in capacity building and professional development opportunities for staff to assure an understanding of partner programs.

e. A Description of the Comprehensive Center Services

1. The OS Partners party to this MOU are committed to an integrated, coordinated system which reduces duplication and encourages cost efficiencies while expanding services to our customers.
2. All OS Partners are committed to offering priority of services to veterans, public assistance recipients, low-income individuals, and individuals who are basic skills deficient when providing basic career services, individualized career services, and training services.
3. The chart below details each partner's participation in the development of all components of the MOU.

One Stop Partner	Services to be provided through the CSBD OS Career Centers or Via Technology Connection
WIOA Title I Adult, Dislocated Worker and Youth Programs A core partner.	Integrative Staffing Group is the procured staffing company that employs the WIOA Title I Adult, Dislocated Worker and Youth Program staff located in the OS Career Centers. All One-Stop Partners have a direct linkage to Title I services through the referral process.
WIOA Title IV Vocational Rehabilitation (VR) A core partner	WIOA Title IV VR is co-located at the CSBD South comprehensive OS Career Center and follow a mall approach which calls for a lease with CSBD OS. Partners can refer customers through the OS or the established referral process. VR State staff participate in OS partner meetings and have a representative on the BWDB.

<p>WIOA Title II AEFLA A core partner</p>	<p>WIOA Title II AEFLA is not co-located; however, there is a technological connection and a robust referral process for adults and dislocated workers needing basic literacy skills. In addition, there is sub-grant agreement for the delivery of GED services to out of school youth. OS Partners have a direct linkage to AEL through the referral process. AEL has assigned an individual by title to serve as the "go to person" for all partner referrals. AEL has a representative on the BWDB.</p>
<p>One Stop Partner</p>	<p>Services to be provided through the CSBD Career Centers or VIA Technology Connection</p>
<p>WIOA Title III Wagner-Peyser Employment Service. core partner</p>	<p>WIOA Title III Wagner-Peyser Employment Service staff are co-located and guided by the One-Stop Manager at the Career Centers. DEO allocates funds to local boards for the guidance and management of Wagner Peyser staff. CSBD cost allocates these funds for infrastructure and operation of the OS career centers. CSBD funded Title I staff and employment service staff provide access to self-help or minimal assistance services as needed including assistance to employers with job orders, matching and placement. OS Partners' customers can sign on and register for Wagner Peyser services online, come into OS career center or participate in the referral process. Employment service staff attend the One-Stop Partners' meetings.</p>
<p>SCSEP Title V Older Americans Act</p>	<p>WIOA Title V Older Americans Act AARP staff are co-located in the CSBD South Career Center and have a lease with CSBD in accordance with a mall approach. Some Title V participants also have a Work Experience assignment in the Career Center. The ULPB participates through technology, and they assign a specific case manager to work on referrals and cross referrals. All OS Partners can link to Title V services through the referral and cross referral process. Title V staff participate in one-stop partner meetings.</p>

Veterans	Veterans Representatives are co-located in the CSBD Career Center(s). Veterans Representatives see customers on a walk in and by appointment basis. Veterans' staff participate in the referral and cross referral process. They also participate in One- Stop Partners' meetings. CSBD is allocated funds by DEO to guide and manage the staff. Their participation in the funding of the infrastructure and operation of the OS is done through cost allocation of the DEO allocation to CSBD
Community Service Block Grant	OS Partners link to CSBG services through the technology and referral process. CSBG staff participate in the OS Partner meetings. CSBG is managed by Broward County and often contributes to the CSBD Summer Program. The CSBD Career Center and CSBG connect through technology by assigning a specific case manager. Support services available are key for eligible WIOA Adults and Dislocated Worker participants after exit during follow-up

One Stop Partner	Services to be provided through the CSBD OS Career Centers or Via Technology Connection
Trade Adjustment Assistance Act	Trade Adjustment Assistance Act (Trade Act) staff are co-located in CSBD OS Career Center and funded through an allocation from DEO. Their participants are co-enrolled in WIOA Title I Dislocated Worker programs. Like Dislocated Worker programs participants are referred and cross referred among One-Stop Partners. Staff participate at one-stop partner meetings. Funds are cost allocated to cover their share of costs in the CSBD Career Center.
Unemployment Insurance (UI)	All Wagner-Peyser and WIOA Title I staff are trained to give basic UI information to customers and help with UI claims. For customers who need additional assistance, there are dedicated phone lines in the Career Center as needed. Funds are awarded to CSBD by DEO and cost allocated to cover their share of costs in the CSBD Career Center.
Supplemental Nutrition Assistance Program (SNAP) Employment and Training Services	All One-Stop Partners have a direct link to SNAP services through the referral process. There are specific staff assigned to provide SNAP case management. Funds are awarded to CSBD by DEO and cost allocated to cover the SNAP share of costs in the CSBD Career Center.
Second Chance Act	This program is administered by OIC of South Florida and they participate through technology and assigns a specific case manager to work on referrals and cross referrals. All OS Partners can link to Second Chance services through the referral and cross referral process. Second Chance staff participate in one-stop partner meetings.
Job Corps	No providers in the Workforce Development Area.
Youth Build	No providers in the Workforce Development Area.
Native American Programs	Choose not to participate at this time.
Migrant Seasonal Farmworkers	No providers in the Workforce Development Area
Housing & Urban Development	Currently there are no HUD employment and training programs in the workforce area

4. The One-Stop Partners worked diligently to map services provided to job-seekers and business customers in the CSBD workforce development area. The chart *above* details how each partner provides services through the CSBD OS Career Center System.

5. CSBD has 3 infrastructure options at this time: Co-location using a "mall approach", a technology approach and cost allocation for all partner funds administered by CSBD. These methods were agreed to and selected for the reasons below:
 - i. The Mall Approach - Using a mall approach for those partners who co-locate is a type of lease arrangement. Each entity is responsible for taking care of their entity's needs within their space. Organizations budget at the beginning of the year for the space. They commit to that space whether their funds are reduced or staffing decreases or increases, the dedicated space stays the same for the duration of the year as it would in a mall lease. The lease charge is stable for the year. The OS Partner is responsible for all costs related to their space.
 - ii. The Technology Approach - The technology approach is also impervious to funding increases and decreases. It is a minimum cost so partners don't have to struggle with budget concerns Entities commit to a page or partial page and maintenance on the CSBD website
 - iii. Cost allocation is not an agreed to method. It is the required method for all partner grant funds awarded by DEO to CSBD and the other local boards. If awarded discretionary grants CSBD allocates a portion of the costs to support the OS infrastructure and operations.
6. OS partners not co-located, regardless of funding agree to assign a position to be the main contact for inquiries regarding partner programs and for a "warm hand off" of a participant through referral. Technology connections also includes the phone, Zoom or similar technology allows for intakes and assessment to occur concurrently for more than one program and may take place in the OS regardless of the OS partner's location.
7. OS partners commit to a position and a person so personnel changes have little impact on the referral of participants among partners.
- f. A detailed WIOA services matrix has been created for the CSBD OS Career Center. The service matrix includes the OS partners along with current contact information for questions and referrals. Each OS Partner has also listed the services they provide.

VII. Data Sharing

- a. WIOA, federal, and state laws determine safeguards specific to the databases of the various OS partner funding streams.
 1. The OS Partners agree:
 - i. To share data in accordance with the State of Florida Shared Data

Confidentiality Policy

- ii. To share data and technology as appropriate in serving job seekers. This may include obtaining signed releases to be able to share information among the necessary OS Partners to deliver needed services.
- iii. To maintain the confidentiality of participants' information
- iv. To safeguard Personal Identifying Information (PII) used to track participants prior to sharing participant information
- v. To notify the appropriate OS partner in the event of a breach.

VIII. Procurement of the OSO

- a. CSBD followed the process established in 2 CFR Part 200.318-326, U.S. Department of Labor's Training and Employment Guidance Letter 35-10, and DEO guidance in procuring and selecting their OSO.
- b. The OSO was selected through a competitive process. The OSO meets regularly with the partners to plan, address continuous improvement, monitor referrals and accessibility among the partners.
- c. The OS Partners agree that the OSO shall be responsible for:
 - 1. Coordinating required services delivery in the OS Career Center and ensuring that the services are being delivered to Center customers.
 - 2. Serving as a liaison between the WIOA Title I staff and the OS Partners.
 - 3. Reviewing the MOU annually to assure it is up to date
 - 4. Monitoring OS Partners adherence to the MOU.
 - 5. Facilitating and/or delivering training to assure the OS Partners are aware of basic services offered by each of the OS Partners
 - 6. Continuously work on improving the workforce development system by focusing the OS partners on coordination and integration of OS Partner services.
 - 7. Assuring CSBD Career Center services are market-driven and that the labor market information is available and accessible
 - 8. Monitor OS Partners' referrals

9. Convene biannual OS System partner meetings, setting the agenda with the partners, recording minutes, and working with the partners on "next steps."
- d. The OSO may not:
1. Participate in the development or submission of the local 4 year plan
 2. Be responsible for oversight of themselves
 3. Manage or participate in the one-stop operator procurement process
 4. Select or terminate themselves or service providers.
 5. Negotiate local performance
 6. Develop the CSBD budget

IX. Administration and Operations Management

- a. CSBD provides oversight over the procured OSO by:
1. Attending partner meetings and participating in partner activities
 2. By reviewing quarterly reports provided by the OSO detailing the OSO activities which must include:
 - i. Coordination of OS Center required career services with the OS partners
 - ii. Educating all the OS partners regarding universally available basic career services
 - iii. Monitoring service delivery to assure services meet customer expectations.
 - iv. Serving as liaison between the OS partners to assure each OS partner has an equal voice regarding effective ways to deliver OS workforce services
 - v. Facilitating OS Partner and Business Services staff joint meetings to plan and deliver joint partner recruitment and job fairs
 - vi. Coordination with other community organizations to participate in community events for outreach and to publicize available one-stop partner available workforce services.

X. Shared Funding Process for Infrastructure Costs

- a. OS Operating Budget

1. This is determined by a negotiation between the BWDB as represented by CSBD and the OS partners to determine how the costs and operating costs of the CSBD Career Center will be supported as expressed in the Infrastructure Funding Agreement (IFA) which is a part of and incorporated into this One-Stop Partner MOU in accordance with WIOA § 121(c)(1), 20 CFR 678.500(b)(2)(i), 34 CFR 361.500(b)(2)(i), and 34 CFR 463.500(b)(2)(i).
2. All OS partners were a part of the discussions agreeing to the methodology presented. Individual one-on-one partner negotiations were conducted to finalize discussions and to iron out the details. CSBD has successfully negotiated to arrive at a cash contribution from each partner.
3. It is the belief of the BWDB that:
 - i. All partners must contribute cash to support the OS center.
 - ii. People and organizations value what they pay for
 - iii. A low-cost solution must be available to assure every mandatory and non-mandatory approved partner can participate.
4. CSBD has offered 2 options to the OS Partners, 1) the mall approach and 2) the technological approach. CSBD cost allocates grant awards as appropriate to assure grants bear their fair share.
 - i. CSBD fiscal staff determined the cost of maintaining the OS Center, rent, utilities, common space, and related costs and arrived at a cost per square foot. Co-located partners were presented with the inclusive cost per square foot for the space that they occupy. All co-located partners pay for the square feet they occupy based on the calculation as determined by the CSBD fiscal staff. All formula grants, DEO allocations for co-located and managed partners and discretionary grants regardless of whether they are WIOA or another funding stream are charged their fair share of the maintenance of the one-stop through cost allocation and funding decisions as determined by the CSBD President/CEO and Sr. VP Fiscal. See attachment 1 to the IFA depicting the cost allocation of the maintenance of the OS Center, not covered by co-located partners, and charged against each of the CSBD grants.
 - ii. CSBD used a "mall" approach for determining the costs attributable to co-located partners. Each co-located partner is responsible for covering their service delivery operating costs as if they were leasing space in a "Mall".

- iii. CSBD Fiscal staff worked with CSBD IT staff to calculate the cost of a presence on the CSBD website, including utilities, maintenance, updates, and space and were able to establish an annual cost of \$215.49 per provider for a page on the CSBD website.
 - iv. All non-collocated partners are technologically connected as stated in the "One-Stop Operations Guidance for the American Job Center" ETA OWi 1/18/17, the OS partners "uses technology to achieve integration and expanded service offerings" and by "making available a direct linkage through technology to a program staff member who can provide meaningful information or services" pursuant to TEGL 16 -16 20 CFR 678.305(d), 34 CFR 361.305(d), and 34 CFR 463.305(d).
 - v. **Exhibit A** is a matrix of all one-stop partner participant staff contacts by person/position, email, regular mail, and phone contact. One-stop partners technologically connected may connect to participants via telephone, ZOOM, TEAMS or GOTOMEETING applications which allow for face to face interface and joint case management and counseling sessions as needed and appropriate. Generally, the initiating partner uses their license to connect to the other partner.
5. As described herein:
- i. The technology approach is impervious to funding increases and decreases.
 - ii. CSBD is able to offer a minimal cost solution - partners don't have to struggle with budget concerns as budgets increase and decrease.
 - iii. OS Partners commit to a page and maintenance on the CSBD website
 - iv. OS Partners not co-located, regardless of funding assign a position to be the main contact for inquiries regarding partner programs and for a "warm hand off" of a participant through referral. Technology connections also include the phone for quick contacts and offers Zoom or similar technology for face to face intakes and assessment.
 - v. OS Partners commit to indicate a position and/or a staff person as the designated contact, so personnel changes have little or no impact on the referral of participants among partners.
 - vi. Cost is stable

6. Other Contributors - At this time we do not have any non-mandatory partners in the one stop.

b. Funding of Services and Operating Costs/Infrastructure Funding Agreement

1. Per 20 CFR 678.700-755 and 678.760; 34 CFR 361.700-755 and 361.760; and 34 CFR 463.700-755 and 463.760, WIOA legislative partners must contribute to the infrastructure costs and operating costs of the one-stop based on their proportionate use. Because OS Partners' contributions must be an allowable cost in accordance with each partner's program guidelines as well as 2 CFR 200 et al partners were enthusiastic with respect to the option they chose.
2. By the authority vested in the signatory for each OS Partner, the OS Partner agrees to the methodology for infrastructure funding as described herein.

XI. Conflict Resolution

- a. The OS Partners have agreed to the conflict resolution process described herein for disputes arising out of this agreement as follows:
 1. In the event of a dispute the partners will first negotiate in good faith to identify possible solutions to resolve the dispute.
 2. If the dispute cannot be resolved the matter will be forwarded to DEO as the Governor's representative, for assistance.
- b. When providing services through the OS, the OS Partners will ensure enforcement of non-discrimination and equal opportunity policies. If a disagreement arises, the proper chain of command will be followed, and the staff member's employer of record will be called upon to help resolve any issue.

XII. The OS System Referral Process

- a. In accordance with WIOA the OS Partners have agreed on how referrals and cross referrals will be accomplished between the partners.
 1. The vision of the OS Partners as expressed through this MOU is to utilize a referral process which will:
 - i. Provide our customers with seamless access to services across all programs
 - ii. Provide job seekers and employers with the information they need to be successful

2. **Access to Services:** To accomplish the vision the OS Partners agree to include in their assessment process consideration of services available through each of the OS Partners including universal or basic career services available to the general public.
3. As described above the CSBD Career Center provides access to the programs and services of all the required OS Partners. This is accomplished by the following steps: Customers are guided to the job search tools of the resource center.
 - i. Employment service or WIOA staff provide general assistance or identify the appropriate OS Partner service.
 - ii. Individuals needing referral are then guided to access the appropriate OS Partner program by being directed to a co-located partner or being assisted to immediately connect to a non-located partner through technology via phone and /or a "Zoom" type web-based connectivity for an initial assessment. CSBD also provides direct linkage via email to partner program staff.
 - iii. In accordance with the agreed upon OSO's responsibility, OSO Partner program staff are trained sufficient to familiarize them with all services available through all the OS Partners. This assures the staff have the competency and skills necessary to assist participants when applying for program benefits or services.
 - iv. All required OS Partner program staff, in accordance with training facilitated by the OSO, shall be sufficiently knowledgeable about the other partner programs and services to screen an applicant to determine appropriate referrals.
 - v. To the extent possible referring staff shall directly contact the recipient of the referral to facilitate seamless delivery of services and shall inform the customer regarding what to expect as a result of the referral to assure a "warm handoff."
- b. A special referral process has been agreed to by the OS Partners for UI. In accordance with WIOA, UI claimants, must be provided with "meaningful" assistance when filing UI claims. This is critical to the OS Partners as well, as often they are also assisting the unemployed.
 1. All CSBD Career Center staff receive training sufficient to familiarize them with the online claims filing system. Staff must be able to explain claimants' rights and responsibilities so they can understand the UI publications and correspondence.
 2. One-stop partner customers coming in or referred to the one-stop for UI meaningful assistance receive:

- i. One-stop center on-site assistance from resource room staff trained in filing UI claims
 - ii. Phone or other technology provided assistance by, as long as the assistance by trained and available staff.
 - iii. Access to a priority phoneline for claimants to speak directly with UI staff with little to no wait.
 - iv. An electronic feedback system which staff can access to refer potential UI eligibility issues to the UI staff for investigation.
3. Other UI assistance beyond filing assistance is provided by state UI staff.
4. The OS Partners agree to the following definition of meaningful services. It is the provision of the contact information necessary for onsite and technologically connected partners to consult with customers. It is the delivery of initial assessment simultaneous with the customers' visit to the CSBD Career Center. It is the scheduling of an appointment for the customer. The referral form also provides for a release so that information can be exchanged among the OS Partners.
- c. Customer referrals shall be made using the electronic referral form in the partner portal Crosswalk.
1. The OS Partners agree that appointments will be set within three working days of receiving a referral, and the participant will be contacted two days prior to their appointment to confirm the appointment. Participants shall be informed regarding documents they need to bring to their appointment.

All referrals must include the following information:

Date of Referral
Name of Referring (Partner) Organization
Referring Partner Contact Staff Person
Contact Person Phone and Email
Name of Organization (Partner) Receiving the Referral
Referring Partner Contact Staff Person
Contact Person Phone and Email
Name of Customer being referred
Customer's Address, Phone number, and Email
Reason for the Referral
Confirmation of receipt from the Recipient Agency

2. Feedback and Follow-Up: When a referral is made, customer feedback shall be solicited through a sampling of follow-up calls to be initiated by the OSO to discuss the services provided and next steps.
3. All One-Stop Partners agree to case note referrals as appropriate into their respective data management systems and notice of the referral shall be emailed to the case managers' supervisors. Supervisors shall maintain a master list of referrals on a monthly basis. The OSO shall work with the partners to track and report on referrals.
4. Shared information shall adhere to the DEO Confidentiality Policy and also be in accordance with the customer's agreement. Encrypted email shall be used for sensitive information.

XIII. Accessibility

- a. All OS Partners agree to conduct their activities in a discrimination free environment that promotes employment opportunities to all job-seekers, in accordance with WIOA Section 188.
- b. All OS partner customers shall have equal access to all partner services provided through the CSBD Career Centers. The OS Partners agree to comply with the Americans with Disability Act of 1990 and its amendments.
- c. Each partner shall follow their organization's Equal Opportunity policies and procedures for reasonable accommodations under the ADA.
- d. Physical Accessibility
 1. The CSBD Comprehensive Career Center is in compliance with the requirements of physical accessibility, including ADA compliance.
 2. Private offices are available to help customers and staff with confidentiality, noise levels, and concentration.
 3. CSBD will revisit the center's accessibility from time to time to assure continuing compliance with all equal opportunity, discrimination and ADA requirements.
 4. All discrimination, equal opportunity and accommodations posters are posted so that that they are visible to customers and staff. Staff are trained to assist customers with their accessibility needs. The South Comprehensive OS center has been updated for physical accessibility. There are designated handicapped parking spots near the building.

5. The CSBD Comprehensive Career Center is located within walking distance of public transportation and other workforce development and social service offices. The Center is accessible by car, bike, or public transportation.
- e. **Programmatic Accessibility:** The one-stop partners are aware that the CSBD Career Center provides a welcoming environment to all customers entering the OS. Accessibility is available to customers and to one stop partners
1. OS partner staff have been trained on how to use the technology in the OS Centers.
 2. OS partners that need to access the one-stop tools for their customers can visit the one-stop or refer their customers in accordance with the referral mechanism provided for under this MOU. Accessibility is made available by offering the following tools:
 - i. Signage.

Signage announces accommodations and special assistance available from auxiliary and auditory aids to assistive-technology and program materials in a variety of accessible formats. Customers are able to access these tools even if they do not disclose that they have a barrier.
 - ii. English Language Learners

Interpretation services are available via Accessible Communication for the Deaf ACD, through phone, video, onsite interpreting, document translations as well as training for bilingual staff and interpreters.
 - iii. Physical Accommodations

Individuals in wheelchairs or who are small or large in stature can work at a kiosk with adjustable desktops and chairs. A trackball mouse and alternative keyboards are also available to assist customers.
 - iv. Vision

Low vision software, large screens and screen enlargement software is available. MS Office also provides for an accessible operating system.
 - v. Hearing Loss

For individuals with mild to moderate hearing loss, staff have access to an assistive listening device to assist customers in one-on-one or group settings. Staff is also familiar with the Florida Relay service as an alternative communication tool for individuals who are deaf, hard-

of-hearing, deaf/blind, or with a speech impairment. Staff also have access to UBI DUO devices.

vi. General Disability

As Vocational Rehabilitation has a presence in the one-stop they are immediately available for WIOA and OS Partner referrals.

vii. Accessibility Maintenance

In addition to Vocational Rehabilitation and Services for the Blind, Adult Education, and Literacy are available for consultation to assure accessibility can be maintained at its highest level.

viii. Professional Development

All OS Partners agree to share professional development training regarding accessibility, discrimination, quality services and continuous improvement.

- f. By being a party to this MOU, the OS Partners have reiterated their commitment to adopting policies and procedures in compliance with the Americans with Disabilities Act of 1990 as amended to provide equal access to all customers. The partners further agree to review their organization's policies on a yearly basis to assure policies are up to date.

XIV. Human Resource Management

Commonly developed expectations for customer service will be incorporated into each Partner's performance evaluation system. All OS Partners agree to conduct regular performance reviews in accordance with their organization's policies and procedures.

XV. One-Stop Delivery System Performance Criteria

- a. The OS Partners agree that the OS Delivery System will strive to achieve these standards of quality service for its customers, employees, and One-Stop Partners:
1. All customers will receive prompt and courteous service from the staff.
 2. All customers will receive the services designed to assist customers in achieving their educational and/or job placement goals.
 3. All employees can expect to work in a safe and professional environment.

4. All employees can expect to receive the best tools to achieve the desired outcome for their customers.
 5. All OS Partners will deliver high-quality services
 6. All partners will participate in the 3-year schedule of one stop certification as required by WIOA.
 7. All partners agree to share aggregate performance information based upon the performance applicable to their program funding streams.
- b. OS Partner performance will be an indication of the strength of each OS Partner's collaboration. The goal is for the partners to understand each other's performance to further integration and to work toward assisting each other to exceed the measures for their program funding streams. The partners agree to review performance quarterly.

XVI. Governance of the One-Stop Delivery System

- a. The ultimate accountability and responsibility for the OS System organizational processes, services, and accomplishments rests with the CSBD, the OSO, and the OS Partners.
- b. The BWDB's and Council's OS Responsibilities
 1. To develop and execute the MOU with the OS Partners.
 2. Develop and update the local plan
 3. Select the OSO and terminate the OSO if needed
 4. Conduct oversight of the local OS delivery system and the OSO
 5. Serve as a convenor of the partners
- c. The OSO Responsibilities
 1. Assure the partners coordinate services and adhere to the agreements in this MOU
 2. Serve as a liaison between CSBD their Title I staff and the OS Partners.
 3. Provide or facilitate training to ensure the OS Partner staff are knowledgeable regarding each other's services, accessibility and non-discrimination policies
 4. Ensure that the Career Center staff deliver the services promised to

customers.

5. Work with the partners for continuous improvement in coordinating and integrating service delivery that is market-driven
6. Monitor and report on the effectiveness of the referral processes
7. Convene biannual One-Stop System partner meetings, composing agendas, recording minutes, and distributing action steps.
8. Be knowledgeable of the performance standards of all One-Stop Partners communicate the measures to all the partners.
9. Assure accessibility to services to individuals with barriers.
10. Assist the CSBD in meeting OS Center certification

d. One-Stop Partners' responsibilities

1. Provide access to programs and services through the one-stop delivery system, including appropriate career services.
2. Support development of an integrated and coordinated customer- centered service delivery design.
3. Share infrastructure costs.
4. Co-enroll customers as needed
5. Share information as agreed to by the partners
6. Share performance data regarding shared customers.

XVII. Duration, Modification, and Revisions

- a. The parties agree that this MOU replaces the MOU SA-258, and will take effect July 1, 2023 or when executed by all the parties whichever date is earlier.
- b. This MOU will remain in effect until June 30, 2026, or until such time as there is a need to modify this MOU occurs because of a change in the law, federal or state policy or a request from one of the partners.
- c. The parties agree to review the MOU annually
- d. Any of the partners may request to modify this MOU. Requests for modification

shall be made in writing to CSBD which shall communicate the modification request to all the partners. The OSO shall work with CSBD and the partners to come to agreement with respect to any modification. Material modifications will be presented to the BWDB for approval and their decision shall be final. Non material modifications shall be approved by consensus of the partners.

- e. The terms of the infrastructure costs and operating costs agreed to in Section IV will take effect as of July 1, 2023, and will continue in effect until June 30, 2026 with adjustments reviewed at least annually to assure a fair proration of costs.

XVIII. Partial Void

Should any part of this MOU be found to be null and void or is otherwise stricken, the balance of this MOU shall remain in full force and effect. Any modifications to the MOU, including adding new OS Partners, will require the MOU to be signed by all the OS Partners.

XIX. Termination

- a. Any party to this MOU may rescind their agreement to participate in the agreement by notifying CSBD in writing at least 60 days in advance of its effect.
- b. This MOU shall terminate June 30, 2026 and may be renewed and extended upon agreement of the OS Partners.

EXECUTION PAGES

By their signature below, the CareerSource Broward One-Stop Partners attest to participation in the development of this MOU and agree to abide by its terms and conditions as well as with the terms and conditions of the Infrastructure Funding Agreements (IFA). By signing below, each One-Stop Partner warrants and represents that the person signing this MOU has the authority to bind the Partner and that the One-Stop Partners participation in the MOU is not in violation of any By-law, Covenants and/or other restrictions placed upon them by their respective entity.

CAREERSOURCE BROWARD

One-Stop Partner Organization/Agency

CAROL HYLTON †



Printed Name

PRESIDENT/CEO

NOV 13 2023


Title

Date

Commissioner of Education

Manny Diaz, Jr. Commissioner of Education

Printed Name/Title

 OBO 1-5-24

Signature

Date

FOR CAREERSOURCE BROWARD

ATTEST

[Signature]
[Signature]

BY: [Signature]
(Signature)

Print Name: Tim Ryan

Title: CSBD COUNCIL OF ELECTED OFFICIALS, CHAIR

Date: 12-11-2023

ATTEST

[Signature]
[Signature]

BY: [Signature]
(Signature)

Print Name: Heiko Dobrikow

Title: BWDB CHAIR

Date: 12-4-2023

ATTEST:

[Signature] L.S.
[Signature] L.S.

CAREERSOURCE BROWARD:

BY: [Signature]
(Signature)

Printed Name: CAROL HYLTON

Title: PRESIDENT/CEO

Date: 11/3/2023

Approved as to form by the CareerSource Broward

General Counsel

2890 West Cypress Creek Road

Ft. Lauderdale, FL 33309

BY: [Signature]

Rochelle J. Daniels, General Counsel

Exhibit A- MOU between CareerSource Broward and One Stop Partners

Matrix of One Stop Partners and services provided in Broward County

One Stop Partner	Governance	Services Provided
Broward County Public Schools	WIOA Title II Adult Education and Family Literacy Act DOE	The program is designed to help adults get the basic skills they need including reading, writing and math, English language proficiency to be productive workers. Adult Education and literacy activities include adult education, literacy, workplace adult education, family literacy activities, English language acquisition, workforce preparation and integrated education and training.
The District Board of Trustees of Broward College, Florida Broward County Public Schools	Carl D. Perkins Career and Technical Education Act DOE	Provide career-technical education programs and integrate academic and career-technical instruction at both the secondary and postsecondary levels. The program emphasizes high-skill, high-wage, high-demand occupations to enable students to secure employment upon completion of their training.
Division of Vocational Rehabilitation	Rehabilitation Act of 1973 DOE	Federal-state program that helps people who have physical or mental disabilities get or keep a job. Main purpose of the program is to help people with disabilities find and maintain employment or enhance their independence. Services include employment programs, Ticket to Work, Deaf, Hard of Hearing and Deaf/Blind Services, transition youth and independent living programs.

<p>AARP</p> <p>Urban League of Palm Beach County</p>	<p>Older Americans Act Title V DOL</p>	<p>Senior Community Employment Service Program is a community service and work-based job training program for older Americans. The program provides training for low-income, unemployed seniors.</p>
<p>Broward County's Family Success Division</p>	<p>Community Services Block Grant HHS</p>	<p>The program is designed to help low-income individuals and families do a variety of things: secure and retain meaningful employment; attain an adequate education; improve the use of available income, obtain adequate housing and obtain emergency assistance including rental and utility payment assistance.</p>
<p>OIC of South Florida</p>	<p>Second Chance Act DOJ</p>	<p>The program's goal is to reduce recidivism and improve outcomes for people returning from state and federal prisons, local jails, and juvenile facilities.</p>
<p>CareerSource Broward</p>	<p>Adult, Dislocated, Youth Formula Funds WIOATitle I DOL</p>	<p>Program helps job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.</p>
<p>CareerSource Broward</p>	<p>Jobs for Veterans DOL</p>	<p>Employment and training services are provided to veterans of the U.S. Armed Forces. Priority of service requirement for covered persons (i.e., veterans and eligible spouses, including widows and widowers) in qualified job training programs.</p>

CareerSource Broward	Trade Adjustment Act DOL	This program assists workers who have been laid off or whose jobs have been threatened (e.g., reduced hours or reduced wages) because of foreign trade or competition. The TAA program provides resources to help trade-affected workers obtain new skills and find suitable employment.
State of Florida	Wagner Peyser, WIOA Title II DOL	Services provided through this national employment program include job search assistance, recruiting assistance for employers and matching services for job seekers and employers.
CareerSource Broward	TANF HHS	Programs helps low-income families with children achieve economic self-sufficiency by providing monthly cash assistance payments.
State of Florida	Unemployment Compensation DOL	Provides temporary financial assistance to unemployed workers who meet the requirements.

ELIGIBLE TRAINING PROVIDER

VENDOR CONTRACT

Contract # 2023-2026-ETP-38000

Between

CareerSource Broward

And

THE ACADEMY OF SOUTH FLORIDA INC.

A Continuing Eligible Training Provider

Pursuant to the Steven's Amendment
Consolidated Appropriations Act of 2018, Pub. L. No. 115- 141, 132 Stat. 348, div. H, Title V,
Sec. 505 (Mar. 23, 2018)

1. The percentage and dollars of the total costs of the program or project which will be financed with Federal money is determined at the time of individual participant enrollment.

This is a master agreement. No funds are awarded under this contract.

This Agreement entered into on this 30th day of June, 2023 by and between CareerSource Broward, hereinafter referred to as "CSBD", and THE ACADEMY OF SOUTH FLORIDA, INC., a For Profit Corporation in the State of Florida, hereinafter referred to as Contractor.

The term of this Agreement shall begin on the date the Agreement is executed by all the parties and shall terminate with the completion of the training of the last participant referred by CSBD to Contractor or June 30, 2026, whichever date comes later.

RECITALS

Whereas, the CSBD Council of Elected Officials, hereinafter, "Council" and the Broward Workforce Development Board, hereinafter "BWDB" have approved Contractor, and the Courses of training on the CSBD Eligible Training Provider List for the purpose of referring program participants for training under its various formula and discretionary, state and federal workforce grants; and

Whereas, Contractor agrees to provide the above referenced training, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

A. STATEMENT OF WORK

1. CSBD's ability to enter into this Contract is dependent upon Contractor's approval to be an Eligible Training Provider (ETP) for a one (1) year period of initial eligibility followed by a two (2) year period of subsequent eligibility pursuant to 20 CFR 680.450 and 680.460. Should Contractor fail to meet initial or subsequent eligibility this Contract shall be immediately terminated.
2. Contractor agrees to provide the course(s) of training as specified in the approved program description, submitted to CSBD for approval by its governing boards. Contractor shall notify CSBD of any changes in the approved program descriptions prior to the enrollment of any individual referred by CSBD.
3. Contractor shall provide their approved course(s) of training at its licensed facility, on-line or at an externship or clinical site based upon the approval granted by the BWDB at the time of submission of their application to be placed on the CSBD Eligible Training Provider List (ETPL).
4. Contractor's approval as an ITA provider does not obligate CSBD to refer participants.
5. Contractor understands that this Contract does not obligate CSBD to refer students to Contractor. However, Contractor may refer individuals to CSBD for a determination of their eligibility to receive financial assistance and a Training Voucher from CSBD. CSBD must offer participants "customer choice" and therefore does not guarantee that a student referred to CSBD by Contractor, will ultimately decide to enroll in Contractor's institution.
6. Contractor agrees to enroll participants as students in their institution and to provide the training as specified on the Training Voucher, as described below, presented to the campus Cashier or Registrar's office by a referred CSBD participant/student.

- a. Course authorization shall only be transmitted via an original signed CSBD Training Voucher, or a Training Voucher transmitted electronically via DocuSign or similar verifiable signature software program delivered to Contractor in accordance with a process agreed to by the parties. Contractor shall not accept Training Vouchers via verbal approval such oral vouchers will not be honored by CSBD. CSBD will not reimburse Contractor for courses not on the official CSBD signed Training Voucher.
- b. Contractor agrees not to enroll a referred participant into courses not listed on the Training Voucher. CSBD will not be responsible for reimbursement of the tuition or associated fees for unauthorized courses. Contractor shall not require any participant/student to sign a tuition Contract between the student and Contractor for unauthorized courses.
- c. Training shall be in the occupational area identified on the Training Voucher with the specified weeks of instruction, and/or hours per course as outlined in Contractor's current academic year Course Catalogs and approved for the student at the time of their enrollment.

7. Participant Training Vouchers and Individual Training Accounts

- a. An individual training account (ITA) refers to the scholarship amount available to pay for a participant / student's tuition or course(s).
- b. Training Voucher refers to the instrument used by CSBD to identify the courses of study and the amount of ITA funds allocated to an individual participant for the courses and time frames described on the voucher.
 - i. Vouchers may be issued for less than the full amount of tuition or the cost of the course of study.
 - ii. Vouchers may be issued each semester if Contractor offers training on a semester basis or in increments applicable to the schedule of courses offered by Contractor.
 - iii. Participant/Students are issued a Training Voucher each semester or at the completion of a course of training prior to registration for the new semester or course. In order to receive a new Voucher CSBD must receive a copy of the participant/student's transcript or an acceptable form of progress report. Contractor or CSBD may obtain a FERPA to be able to share student information.
 - iv. Each Training Voucher will list the course selections and other items allowable for that participant/student.
- c. Neither Contractor nor referred participant/students shall have any property rights which attach to an ITA.
- d. The parties agree that Training vouchers are not transferable, cannot be sold and have no intrinsic value.
- e. From time-to-time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from CSBD. If a transfer is authorized by Contractor prior to receiving written approval

from CSBD, CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.

- f. Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old as they will be considered expired and CSBD shall not be obligated to reimburse for those Training Vouchers.
8. Contractor agrees to provide CSBD with the grade level at which the course material and textbooks for the individual courses of study are normed so that CSBD can properly determine a participant's qualifications to be successful in the course of study offered by Contractor.
 9. Participant/students literacy and numeracy skills may be assessed by CSBD and a prospective participant/student who is not within one grade level of the course materials may be determined as ineligible for the course of training to be provided by Contractor.
10. Combining Pell Grants and Other Financial Aid with CSBD Financial Assistance
- a. Contractor's Financial Aid Office shall assist CSBD participant/students in determining their eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance or other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
 - b. CSBD will obtain a FERPA release from its participant/students so that Contractor can share PELL award information.
 - c. CSBD will issue an initial training voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to CSBD by Contractor.
 - d. Contractor agrees that they will not collect more than the advertised tuition for each participant/student enrolled. Contractor shall follow federal rules applicable to a determination of the order in which federal financial assistance shall be applied. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the Participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of Workforce Innovation and Opportunity Act of 2014 funds.
 - e. Contractor agrees to immediately inform CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility
 - f. Contractor will not defer or delay payments of PELL or other financial assistance to students.

11. PERFORMANCE

- a. The approval of Training Vouchers for a course of study is subject to performance by Contractor. Following CSBD governing boards' approval to add a course of study to the ITA list, Contractor shall be limited to ten (10) CSBD student/participants for each course of study from the date that the contract is signed until such time as the seventy percent (70%) training-related placement rate can be documented, through Florida Education and Training Placement Information Program (FETPIP).

- b. A minimum of seventy percent (70%) of the students enrolled who complete training must be placed in a training related jobs within ninety (90) days or such other period as may be determined by the CSBD governing boards following their completion of training. Training related shall be determined in accordance with the State of Florida definition.
- c. Failure to meet performance shall result in the suspension or termination of referrals and award of an ITA for of the course of training or program. Referrals shall continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time Contractor may reapply for approval of the course or study of program.

B. COMPENSATION

1. Tuition or course fees shall be based on the tuition or course fee advertised to the general public.
2. The CSBD Training Voucher may cover enrollment, tuition, book and lab fees, registration and such other fees, as applicable, minus any scholarships or other financial aid the participant/student receives.
3. CSBD cannot reimburse tuition or course fees in excess of the CSBCF ITA cap or the actual cost of tuition or the course of training whichever is less
4. Contractor agrees to accept the CSBD Training Voucher for purposes of allowing participant/students to register and enroll in lieu of a cash, electronic payment or check prior to the start of classes. Contractor shall submit invoices to CSBD for each Training Voucher submitted and accepted by Contractor.
5. Contractor shall date stamp Training Vouchers when they are received. In order to be paid, Contractor shall submit an invoice to CSBD within forty-five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, including change fees, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty-five (45) days of receipt of the Training Voucher shall be voided and CSBD will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for CSBD to reimburse for the Training Voucher.
6. Tuition and fees billed to CSBD must be calculated minus any scholarships or other financial aid available and awarded to the participants/student.
7. Upon final payment to Contractor of amounts due at the end of each program year under this Contract, less any credits, refunds, or rebates due to CSBD, Contractor hereby releases and discharges CSBD from any financial claims arising from this Contract for that program year. To be entitled to payment, invoices must be received from Contractor within forty-five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited and CSBD will not honor any requests submitted after the aforesaid time period.
8. Contractor's prices may change from the time of their approval for inclusion on the ITA List. Course tuition charges set by the Florida Legislature and signed into law shall be

effective in accordance with the timeframes set by the statute and upon approval of the Contractor Board of Trustees. Contractor agrees to maintain the price proposed for certificate courses at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. Adjustments to tuition or price schedules for private proprietary institutions must be submitted in May of each year to be effective July 1 through June 30 of the following program year period. Reimbursements for tuition and fee schedule adjustments will be limited to the cap set for ITA scholarships by the CSBD governing boards.

9. Public institutions shall be reimbursed on a semester basis and in accordance with their change/drop schedules.
10. Private not-for-profit or private for-profit institutions, shall be reimbursed monthly by dividing the tuition or costs / total # months needed to obtain the credential or certificate up to the amount of the ITA awarded the participant. CSBD shall not be responsible for reimbursement of tuition for any month in which participant(s) is not in attendance for a minimum of ten (10) class days.
 - a. For withdrawals after the first ten (10) class days of the month, CSBD shall be responsible for the monthly payment through that month only; after which, CSBD shall not be responsible for any unpaid portion of the tuition applicable to the individual who has dropped out or withdrawn.
 - b. Contractor shall return all refunds or credits to CSBD within forty-five (45) business days of receipt or credit respectively, with sufficient information to identify the cause of that refund or credit.
 - c. Contractor agrees to provide CSBD with student attendance data with each invoice submitted for payment

C. THE CONTRACT DOCUMENTS

1. The following documents are incorporated by reference into this Contract as if fully set forth herein:
 - a. Contractor's approved application to CSBD to be included on the ETPL and each course/program application approved by CSBD.
 - b. The Contractor Catalog which is on file with Contractor and a copy of which has been provided to CSBD or which is posted on Contractor's website at the time approval of Contractor's courses/programs by the CSBD.
 - c. The original signed Training Voucher(s).
 - d. CareerSource Florida Administrative Policy 90
https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9
 - e. Certification regarding Debarment and Suspension.

- f. Drug Free Workplace Form.
 - g. Lobbying Certification.
 - h. Assurances and Certifications.
 - i. The State of Florida Data Sharing Contract (Non-Disclosure and Confidentiality Contract
 - j. Certification Regarding Environmental Tobacco Smoke
 - k. A Copy of the licenses/approvals from the Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the CSBD governing Boards designated as necessary to meet licensing and accreditation criteria in order for Contractor to be included on the CSBD ETPL.
 - l. Accreditation Information.
2. Any conflicts between the contract documents shall be resolved in this order:
- a. The Contract Provisions.
 - b. The Training Voucher.
 - c. The Contractor Catalog submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.
3. This Contract shall not be considered fully executed and participants shall not be referred until all the documents necessary to complete the Contract file are provided, including but not limited to resolutions, if required, identifying the signor, or completed Execution pages with the proper signors, the correct legal name of the entity, and signed attachments as applicable.

D. TERMINATION, SUSPENSION AND FAILURE TO PERFORM

- 1. Either party may terminate this Contract for convenience upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Contract or such shorter period as may be mutually agreed to by the parties. In such event, Contractor shall be entitled to receive payments for tuition or fees in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. CSBD shall not be liable for any tuition, fees, or costs after the effective date of termination.
- 2. CSBD may immediately terminate this Contract in the event of the de-obligation or cancellation of the grants providing the funding to support the activities under this Contract.
- 3. CSBD may terminate this Contract or remove a course of study from the list of approved courses for the award of an ITA, as applicable, at any time that the CSBD Chief Executive Officer determines that any of the following has occurred:

- a. Contractor has failed to provide the program of study approved for funding by the CSBD governing boards.
- b. Contractor has failed to comply with PELL requirements as described in this Contract or Contractor loses its eligibility to receive PELL grants for its students or for a program of study approved for training by the CSBD.
- c. Contractor changes the licensed location of its school as authorized by the Florida Department of Education.
- d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education.
- e. Contractor is charging CSBD participant/students a tuition of fee different from that offered to the general public for the same course of study.
- f. Contractor's status as an ETP has been suspended or terminated by the Florida Department of Economic Opportunity or the REACH Office.
- g. Contractor has reported inaccurate performance or demographic information to the state.
- h. Contractor has violated CareerSource Florida Policy 90 which may be accessed at:
https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9
or as may be amended by REACH Office.
- i. Engaged in fraud, criminal acts, incapacity, unfitness, neglect, incompetence, irresponsibility, offered unlawful remuneration to attract participants, misfeasance, malfeasance, nonfeasance or lack of performance.
- j. Contractor has failed to take corrective action:
 - i. Regarding a student Complaint. In the event of a student/participant complaint if it relates to Contractor, Contractor shall address the complaint in accordance with its internal processes.
 - ii. Regarding a monitoring or audit finding related to fiscal issues and after notification contractor has not complied with an agreed to corrective action plan.
- k. Contractor's school and/or course of study have had its accreditation suspended or lost its accreditation.
- l. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ETPL.
- m. Contractor has not met the required performance as described herein.

- n. There have been no enrollments into Contractor's courses of study for any twelve (12) month period.
 - o. Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.
4. Termination for any of the reasons cited in paragraph 3 immediately above may result in suspension of the course or Contractor from being included on the EPTL for a period of two (2) years after which Contractor may reapply for initial eligibility in accordance with 20 CFR 680.450 - 460.
5. If Contractor's eligibility to serve as an ETP is terminated or referrals to a course of study or program is suspended or terminated, CSBD shall not be obligated to reimburse Contractor for Training Vouchers issued following notice of termination of eligibility or suspension as applicable.
6. Suspension.
- a. CSBD may suspend this Contract or referrals into a course of study/program for any of the reasons listed in paragraph 3 above.
 - b. CSBD may suspend referrals to a course of study if Contractor delays the start date of training by more than five (5) business days.
 - c. CSBD may suspend referrals to a course of study if it is not offered to the general public.
 - d. CSBD may suspend referrals to a course of study if the training program is for an occupation no longer considered to be in demand because it ceases to be on the State of Florida Targeted Occupations in Demand List for the local Region,
 - e. CSBD may suspend referrals to a program if the program of study is materially changed from the description provided in Contractor's application because additional hours have been added or there is an increase in tuition.
 - f. CSBD may suspend referrals to a program if CSBD deems the course of study or school to be detrimental to its participant/students.
7. Notices of termination or suspension shall be in writing in accordance with the Notice section under this Contract.

E. GENERAL REQUIREMENTS

1. Reports

- a. Contractor agrees to file course completion and placement information for CSBD students with the Florida Education and Training Placement Information Program (FETPIP) Office of the State of Florida and to provide CSBD with copies of the FETPIP report annually or upon request.

- b. Contractor shall provide CSBD with tuition or program cost information provided to the general public.
 - c. Contractor agrees to provide CSBD with such additional information as may be required by the State of Florida including but not limited to
 - i The names of the program participants who are in unsubsidized employment during the second quarter after exit from the program.
 - ii The names of the program participants who are in unsubsidized employment during the fourth quarter after exit from the program
 - iii The hourly wage of each of the program participants who are in unsubsidized employment during the second quarter after completing their course of study and exiting from the program;
 - iv Evidence of participant/students' progress in their course of study in order for the participant/student to be issued a Training Voucher or for purposes of reporting performance to the State of Florida in accordance with a schedule to be provided by CSBD
 - d. Contractor shall immediately notify CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.
2. Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training
- a. Contractor shall notify CSBD within five (5) business days of a participant's formal withdrawal, or absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
 - b. Contractor agrees to notify CSBD when a participant successfully completes the training program into which they are enrolled and shall provide a copy or evidence of a participant/student's license, certificate, credential, diploma or degree, when obtained by CSBD participants, even if the participant/student has an outstanding balance with the Contractor. CSBD shall provide a FERPA or applicable release to be able to receive the information if required.
3. Maintenance of Records, Access and Monitoring
- a. Contractor shall keep copies of all records, accounts, and documents pertaining to this Contract or any Amendment hereto, including student information, for five (5) years following the expiration of this Contract.
 - b. In the event of an audit or monitoring finding, claim, litigation, or other action involving this Contract or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
 - c. Contractor agrees to allow authorized representatives of CSBD, the Florida Department of Economic Opportunity, the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor, (US DOL), or Health and Human Services (HHS) to monitor classes in which

participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and review payments made under this Contract. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws").

- d. Contractor agrees to accept the properly executed FERPA form which designates with specificity the information the student wants disclosed to CSBD signed by students whose tuition is in whole or in part paid for by CSBD.

4. Notice

- a. All notices or communications required to be given by this Contract from one party to the other must be (i) given in writing, or transmitted by facsimile, and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, to the mailing address of each party as follows:

FOR CSBD:

To: CSBD President/CEO
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309
Fax: (954) 337-3255

FOR CONTRACTOR:

To: President
800 W. Cypress Creek Road, Suite 200
Ft. Lauderdale, FL 33309
Fax: (954) 351-7008

- b. Notices shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed, provided that the sender has received a confirmation of such fax. A party may, for purposes of this Contract, change his, her or its address, fax number, or the person to whom a notice should be transmitted, by giving notice of such change to the other party pursuant to the above.

5. Force Majeure

- a. "Force Majeure" shall mean an event beyond the control of Contractor or CSBD, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
 - i An act of God, such as, but not limited to, hurricanes, earthquakes, drought, tidal waves and floods;
 - ii Explosions and fire;
 - iii War, hostilities, whether war be declared or not, invasion, act of foreign enemies, mobilization, requisition, or embargo;

- iv Strike, go slows, lock outs or disorder; and
 - v acts or threats of terrorism.
 - vi In the event of a Force Majeure
- b. Neither the Contractor nor CSBD shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the Effective Date.
 - c. The "Affected Party," prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
 - d. If Contractor is unable to hold classes or to register and enroll students, CSBD may direct to students to other schools or may advise them to wait until Contractor is operational depending upon what will best suit the needs of the student/participant.
 - e. If participants have already submitted their Training Vouchers but have not yet attended class or are within the drop/add period Contractor shall return the fees and/or tuition paid within thirty (30) days of receipt of payment.
 - f. If participants have attended class and are beyond the drop/add period Contractor and CSBD shall meet to determine the best course of action for the participant/students. This may include a pro rata partial refund of payments made on behalf of the participant/students.

6. Compliance with Applicable Laws and Regulations

- a. Contractor agrees to adhere to Workforce Innovation and Opportunity Act of 2014 P.L.113 -128 as it may be amended.
- b. Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-Contracts.
- c. Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD.
- d. When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as described in Attachment 3. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required; it may be obtained from CSBD. All disclosure forms required by the Certification Regarding Lobbying form must be completed and returned to CSBD.
- e. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, Contractor certifies it is not presently nor previously within a three (3) year period preceding the effective date

of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor will provide assurances of compliance as certified in the Contract Attachment titled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.

- f. When applicable, the Contractor shall disclose all related party transactions.
- g. Contractor shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Contractor pertaining to any program funded by this agreement or amendment hereto, available to CSBD, the Comptroller, General of the United States, the federal government and / or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews, investigation, survey or examination, even though, the Contractor may at the time of the request no longer be operating programs for CSBD or be a Contractor of CSBD.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-202-3830, PUBLICRECORDS@CAREERSOURCEBROWARD.COM, 2890 W. CYPRESS CREEK ROAD, FORT LAUDERDALE, FL 33309.

- h. To the extent applicable Contractor shall comply with 2 CFR§ 200.216 Prohibition on Certain Telecommunications and video surveillance services or equipment.
- i. To the extent applicable Contractor shall comply with 2 CFR§ 200.300 Statutory and National Policy requirements.
- j. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.322 Domestic preferences for procurement.
- k. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.323 Procurement of recovered materials.
- l. To the extent applicable Contractor shall comply with 2 CFR 200.113 and promptly make a written disclosure to CSBD whenever it has "credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations" or a violation of the civil False Claims Act.

- m. Contractor certifies that they are not on the Scrutinized Companies that Boycott Israel List pursuant to Fla. Stat. § 215.4725, or is engaged in a boycott of Israel or is entering into a contract with or submitting a proposal to a Scrutinized Company.

7. Indemnification

- a. If Contractor is a state agency, as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.
- b. Contractors who are not public agencies agree they shall at all times hereafter indemnify, hold harmless and, at CSBD's option, defend or pay for an attorney selected by the CSBD General Counsel to defend CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, 1) related to, arising from, or as a result of this Contract; or 2) caused by a negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from or related this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to special fees, markups or interest payments on the part of CSBD

8. Governing Law and Venue

- a. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal issues arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts in Broward County, Florida the venue situs.
- b. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.
- c. Contractor Obligation to Adhere to Public Entity Crimes Policy. Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list

following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD competitive procurement activities

Contractor represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity crime) and that it has not been formally charged with committing an act defined as a (public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

- d. Compliance with E-Verify. Contractor agrees to comply with Florida Statutes 448.095 and shall:
- i Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,
 - ii Not employ, contract with, or subcontract with an unauthorized alien
 - iii Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.
- e. Compliance with Equal Employment and Discrimination Laws. Contractor agrees to adhere to the following equal employment laws as applicable to Contractor:
- i Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended
 - ii The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
 - iii Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended
 - iv Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended,
 - v Applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)
 - vi WIOA Non-Discrimination Requirements 29 CFR part 37 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.

9. Amendments

- a. This constitutes the entire Contract between the parties. Any modification or addition hereto shall not become binding on either party until accepted by both parties, reduced to writing and attached hereto as an Amendment to this Contract.
- b. The parties further agree that this Contract may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.

10. Assignment. Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Contract without prior written approval of CSBD.

11. Prior Contracts. This document incorporates and includes, all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, Contracts, understandings concerning the subject matter of this Contract, that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and CSBD.

12. Independent Contractor. The parties understand and agree that they are independent contractors and no provisions of this Contract shall be construed as creating an agency or employment relationship between the parties and their employees, agents, subcontractors or assigns.

13. Headings. The headings of the sections of this Contract are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

14. Term

- a. This Contract shall begin on the date it is executed by all the parties and shall terminate on June 30, 2026 unless:
 - i. Contractor's status as an initial ETP is terminated in the year following their approval as an ETP in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity; or
 - ii. Contractor's status for subsequent eligibility as an ETP is terminated or expires in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity;
 - iii. Contractor fails to reapply for subsequent ETP status three (3) months prior to June 30, of the program year in which their eligibility status must be redetermined, in which case there will be no referrals to Contractor until their "continuing eligibility" as an ETP has been approved by the Florida Department of Economic Opportunity or REACH Office.
- b. CSBD reserves the right to continue participants referred by CSBD to Contractor until their training is complete or to transfer the participants and be relieved of its obligation

to Contractor for payments beyond the termination date if this Contract is terminated because: Contractor has lost their eligibility status as an ETP for any reason.

15. Execution

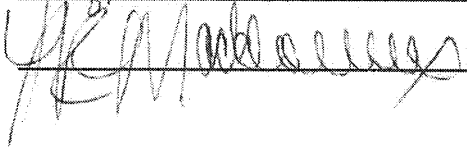
This Contract and any attachment, exhibit or amendment, ("the Documents") related to this Agreement required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. The Parties agree that any Electronic Signature shall be valid and binding on each of the Parties to the same extent as a manual, original signature, and enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any of the Documents may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Document.

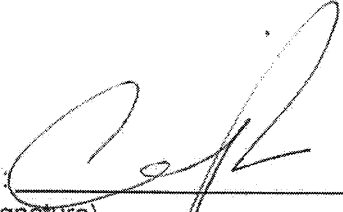
EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: THE ACADEMY OF SOUTH FLORIDA signing by and through its (Title of Signatory) President on the 30th day of June, 2023 and CareerSource Broward Florida signing by and through its President/CEO, following Board Action on the June 23, 2022.

AS TO THE ACADEMY OF SOUTH FLORIDA:

ATTEST
 L.S.


 L.S.

BY: 
(Signature)
Print Name: CHRISTOPHER PAEZ
TITLE: PRESIDENT
DATE: _____

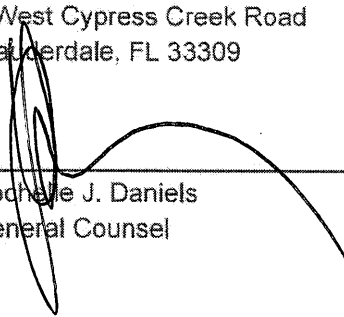
AS TO CAREERSOURCE BROWARD:

ATTEST
 L.S.

 L.S.

BY: 
(Signature)
Print Name: Carol Hylton
TITLE: President/CEO
DATE: 6-30-23

Approved as to form by the CareerSource Broward
Rochelle J. Daniels
General Counsel
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309

BY: 
Rochelle J. Daniels
General Counsel

MEMORANDUM OF UNDERSTANDING

between

CAREERSOURCE BROWARD

and

OIC OF SOUTH FLORIDA

July 1, 2023 to June 30, 2026

This Memorandum of Understanding is entered into by and between CareerSource Broward (CSBD), on behalf of the Broward Workforce Development Board, Inc., (BWDB) and on behalf of the CareerSource Council of Elected Officials (CSBD Council), as their administrative entity, and the OIC of South Florida under the Workforce Innovation and Opportunity Act (WIOA) Pub. L. 113 – 128, 29 U.S.C. 3101.,

RECITALS

WHEREAS WIOA Section 121(c)(1) requires that the BWDB, in concert with the CSBD Council, enter into a Memorandum of Understanding (MOU) consistent with WIOA Section 121(c)(2) with the OIC of South Florida; and

WHEREAS, the MOU must describe how OIC of South Florida will coordinate to operate the One-Stop Delivery System (OS Delivery System) in the Broward Workforce Development Area under WIOA; and

WHEREAS, the MOU must describe how OIC of South Florida will support the infrastructure and operating costs of the OS Delivery System in the Broward Workforce Development Area; and

WHEREAS, the MOU must be the product of discussion and agreement between the BWDB and the CSBD Council, as represented by CSBD and OIC of South Florida in accordance with 20 CFR 678.500 (a); and

WHEREAS, CSBD representing the BWDB and the CSBD Council has met with and worked with the OIC of South Florida and the One-Stop Operator (OSO) to develop the terms of this MOU;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

I. Purpose

- a. The purpose of this MOU is to describe how the OIC of South Florida will coordinate their funding streams, resources, and personnel to serve their mutual customers through the comprehensive One-Stop Career Center (OS Center) located at 7550 Davie Road Extension, Hollywood, FL 33024 and its affiliate centers located at 2610 Oakland Park Blvd., Oakland Park, FL 33311 and 4941 Coconut Creek Pkwy, Coconut Creek, FL 33063.
- b. The description shall include:
 1. The services to be provided through the OS (One-Stop) Delivery System.

2. The manner in which services will be coordinated and delivered among One Stop partners through the OS Delivery System.
3. The manner in which the costs of maintaining and delivering services through the OS Delivery System will be shared as expressed in an Infrastructure Funding Agreement (IFA) agreed to by all the parties.
4. The methods of referral between the one stop centers and the OIC of South Florida to ensure the most effective and highest quality services for their mutual customers.

II. Name and Location of the Comprehensive One-Stop Center

The BWDB and the CSBD have established one comprehensive OS Center to serve job-seekers and employers in the Broward Workforce Development Area which is the South Center located at: 7550 Davie Road Extension, Hollywood, FL 33024.

III. The Parties to the MOU

This MOU is the result of a collaborative agreement between the CSBD Council and the OIC of South Florida.

a. The One-Stop Legislative Partners (One Stop Partners)

One-Stop Legislative Partner	Represented By
WIOA Title I Adult, Dislocated Worker and Youth Programs	The CSBD Council and the BWDB
WIOA Title III Wagner-Peyser Employment Service	The State of Florida Department of Economic Opportunity
Second Chance Act	OIC of South Florida
Veterans Employment and Training	The State of Florida Department of Economic Opportunity
Trade Adjustment Assistance Act	The State of Florida Department of Economic Opportunity
Unemployment Insurance	The State of Florida Department of Economic Opportunity
Temporary Assistance for Needy Families/WTP	The State of Florida Department of Economic Opportunity
Supplemental Nutrition Assistance Program (SNAP)	The State of Florida Department of Economic Opportunity

- b. The One Stop partners not participating in this MOU are the Migrant and Seasonal Farm Workers Program, Youth Build, the Native American Programs, and Housing and Urban Development Employment and Training. These agencies are not currently providing employment and training services in the Broward Workforce Development Area.

IV. The One Stop Partners Vision and Goals

CSBD and the One Stop Partners met with the OS Operator (OSO) selected by the BWDB and the CSBD Council, to develop a vision and common goals for the OS Delivery System on September 14, 2022. Providers were given several weeks to edit/modify the goals as needed and provide feedback to the OSO. The vision and goals form the foundation of this MOU as follows:

a. The OS Partner Vision

The strategic vision for WIOA implementation is to enhance alignment of workforce, education and economic development systems through improved service integration that provides businesses with skilled, productive, and competitive talent and Broward County residents with employment, education, and training that reduce welfare dependence and increase opportunities for economic self-sufficiency, high skill and high wage careers, and lifelong learning.

b. The OS Partner Goals

To achieve the shared vision, the One Stop Partners have developed and agreed to the goals listed below.

1. Promote accountable, transparent, and data driven workforce investment through performance measures, monitoring and evaluation that informs strategies, drives operational excellence and empowers an effective and efficient workforce delivery system
2. Bring together citizens, employers, and educational providers to develop programs to support high-quality education, training, and employment services to meet regional workforce needs.
3. Encourage employers by engaging and identifying their needs and educating and connecting them to the workforce system to produce innovative workforce solutions.
4. To align Broward County community services to maximize employment and work opportunities for targeted populations comprised of veterans, youth, individuals with disabilities, older workers and returning citizens.

c. Goal Implementation

To implement these goals, the one stop partners including OIC of South Florida, in cooperation with the OSO, are committed to:

1. Meeting twice a year to discuss continuous improvement of the OS Delivery System.
2. Reviewing the MOU annually and during the last meeting of each program year for the purpose of modifications which shall be made by consensus.
3. Maintaining minutes of the meetings to ensure follow up. Minutes shall be the responsibility of the OSO.

V. OS Partner and OS Center Values

- a. The WIOA Title I staff and One Stop partners situated at the Comprehensive OS Center and other One Stop partners connected through technology share a common belief that:
 1. Infusing a sense of achievement in their job-seekers through skills attainment and employment results in a workforce ready to meet the future.
 2. Employers will invest in the local workforce area when a skilled workforce is available to them.
- b. This is accomplished through:
 1. Providing customers with easy access to integrated basic career services, individualized career services, training services, placement and follow-up
 2. The welcome process in the OS Center as well as the welcome process for each technologically connected OS Partner location
 3. The intake process which includes a referral and follow up process that ensures each customer will receive career services appropriate to their needs
 4. The initial skills assessment
 5. Available services
 6. Pathways to a wide range of training services to improve customer employment opportunities through skill upgrading, skill validation, and credentialing
- c. The One Stop partners coordinate services with services available only through the OS Center. One Stop partners can sequence or co-enroll customers so they can receive basic literacy skills and skills advancement through a traditional classroom or a work-based training option.
- d. OS Delivery Services include individualized informational presentations for area businesses that provide information on Work Opportunity Tax Credits, Opportunity Zones, Federal Bonding, On-the-Job Training, Registered Apprenticeships, staffing services through Job Order Listings and scheduled recruitments in the OS Centers.

VI. One-Stop Partner Services

- a. History
 1. In 2019 the BWDB and CSBD Council approved the issuance of a request for quotes (RFQ) for an OSO.
 2. Three proposals were received and reviewed by CSBD staff for responsiveness. A Review Committee comprised of BWDB members reviewed the proposals, interviewed proposer representatives, rated and ranked the proposals and recommended Workforce Guidance Associates, LLC to the BWDB and CSBD

Council.

3. In 2022 the BWDB and CSBD Council approved the issuance of a new request for quotes (RFQ) for an OSO.
4. One proposal was received and reviewed by CSBD staff for responsiveness. A Review Committee comprised of BWDB members reviewed the proposals, interviewed proposer representatives, rated and ranked the proposals and recommended Workforce Guidance Associates, LLC to the BWDB and CSBD Council.

b. Access to Skills Attainment

1. A primary objective of the Florida Governor, and therefore of the One Stop partners is to increase the self-sufficiency of Broward County citizens and residents. To accomplish this, OIC of South Florida works with customers to assist them in following a career pathway that includes skill attainment. Skill attainments command higher wages.
2. Skilled workers can expect to find businesses and jobs located around centers of an available and able workforce

c. The Provision of Integration of Services

1. Comprehensive integrated services are offered to customers of the OS Centers or by referral to an OS Partner.
2. Customers of the OS Centers first access Wagner Peyser services through CSBD guided and co-located employment service staff. Employment service staff offer one-on-one services to customers. Customers who need more than minimal assistance, access to workshops, or job search resources are referred to WIOA funded Title I OS Center staff.
3. Customers meet with OS Center staff on a one-on-one basis so their needs can be assessed, and they can be directed to products and services within the OS Delivery System to help them meet their individual employment and skill attainment goals.
4. OS Partner staff participate in cross-training on programs offered through the OS Centers and in the community so they can make appropriate and meaningful referrals.
5. The OSO shall meet with the OIC of South Florida and the other one stop partners at a minimum of twice a year to review cross referrals, barriers to services, and new discretionary grants offering additional opportunities.
6. The One Stop partners shall review technology solutions and make recommendations to enhance services offered.

d. Responsibilities of the OIC of South Florida

1. OIC of South Florida agrees to share in the planning, implementation, and

operation of the OS delivery System and OS Center with the assistance of the OSO, as provided for herein.

2. All one stop partners agree to assist and participate in capacity building and professional development opportunities for all staff to ensure an understanding of OS Partner programs.

e. A Description of the Comprehensive OS Center Services

1. The One Stop partners are committed to an integrated, coordinated system which reduces duplication and encourages cost efficiencies while expanding services to our customers.
2. The One Stop partners are committed to offering priority of services to veterans, public assistance recipients, low-income individuals, and individuals who are basic skills deficient when providing basic career services, individualized career services, and training services.
3. The chart below details each One Stop partners' participation in the development of all components of the MOU.

OS Partner	Services to be provided through the OS Centers or via Technology Connection
WIOA Title I Adult, Dislocated Worker and Youth Programs A core partner.	Integrative Staffing Group is the procured staffing company that employs the WIOA Title I Adult, Dislocated Worker and Youth Program staff located in the OS Centers. All One Stop partners have a direct linkage to Title I services through the referral process.
WIOA Title IV Vocational Rehabilitation (VR) A core partner	WIOA Title IV VR is co-located at the Comprehensive OS Center and follows the mall approach which calls for a lease with CSBD. OIC of South Florida can refer customers through the OS Delivery System or the established referral process. All One Stop partners participate in OS Partner meetings and have a representative on the BWDB.

OS Partner	Services to be provided through the OS Centers or via Technology Connection
<p>WIOA Title III Wagner-Peyser Employment Service.</p> <p>A core partner</p>	<p>WIOA Title III Wagner-Peyser Employment Service staff are co-located and guided by the One-Stop Manager at the OS Centers. DEO allocates funds to local boards for the guidance and management of Wagner Peyser staff. CSBD cost allocates these funds for infrastructure and operation of the OS Centers. CSBD funded Title I staff and employment service staff provide access to self-help or minimal assistance services as needed including assistance to employers with job orders, matching, and placement. One Stop partners' customers can register for Wagner Peyser services online, come into an OS Center or participate in the referral process. Employment service staff attend the One Stop partners' meetings.</p>
<p>SCSEP Title V Older Americans Act</p>	<p>WIOA Title V Older Americans Act. AARP FOUNDATION staff is co-located in the Comprehensive OS Center and have a lease with CSBD in accordance with the mall approach. Some Title V participants also have a Work Experience assignment in the OS Center. The Urban League of Palm Beach County (ULPB) participates through technology, and they assign a specific case manager to work on referrals and cross referrals. All One Stop partners can link to Title V services through the referral and cross referral process. Title V staff participate in OS Partner meetings.</p>
<p>Veterans</p>	<p>Veterans Representatives are co-located at all OS Centers. Veterans Representatives see customers on a walk-in and by appointment basis. Veterans' staff participate in the referral and cross referral process. They also participate in One Stop partner meetings. CSBD is allocated funds by DEO to guide and manage the staff. Their participation in the funding of the infrastructure and operation of the OS Delivery System is done through cost allocation of the DEO allocation to CSBD</p>

OS Partner	Services to be provided through the OS Centers or via Technology Connection
Community Service Block Grant (CSBG)	One Stop partners link to CSBG services through the technology and referral process. CSBG staff participate in the OS Partner meetings. CSBG is managed by Broward County and often contributes to the CSBD Summer Program. The OS Center and CSBG connect through technology by assigning a specific case manager. Support services available are key for eligible WIOA Adults and Dislocated Worker participants after exit during follow-up
Trade Adjustment Assistance Act	Trade Adjustment Assistance Act (Trade Act) staff are co-located in OS Center and funded through an allocation from DEO. Their participants are co-enrolled in WIOA Title I Dislocated Worker programs. Like Dislocated Worker programs participants are referred and cross referred among One Stop partners. Staff participate in OS Partner meetings. Funds are cost allocated to cover their share of costs in the OS Center.
Unemployment Insurance (UI)	All Wagner-Peyser and WIOA Title I staff are trained to give basic UI information to customers and help with UI claims. There are dedicated phone lines in the OS Center for customers who need additional assistance. Funds are awarded to CSBD by DEO and cost allocated to cover their share of costs in the OS Center.
Supplemental Nutrition Assistance Program (SNAP) Employment and Training Services	All One Stop partners have a direct link to SNAP services through the referral process. There are specific staff assigned to provide SNAP case management. Funds are awarded to CSBD by DEO and cost allocated to cover the SNAP share of costs in the OS Center.
Second Chance Act	This program is administered by OIC of South Florida and they participate through technology and assigns a specific case manager to work on referrals and cross referrals. All One Stop partners can link to Second Chance services through the referral and cross referral process. Second Chance staff participate in OS Partner meetings.

4. The One Stop partners worked diligently to map services provided to job-seekers and business customers in the CSBD workforce development area. The chart above details how each OS Partner provides services through the OS Delivery System.
5. CSBD has three infrastructure options: 1. Co-location using a "mall approach", 2. a technology approach, and 3. cost allocation for all OS Partner funds administered by CSBD.
 - i. The Mall Approach - Using a mall approach for the One Stop partners who co-locate at an OS Center provides infrastructure support through a type of lease arrangement. Each OS Partner is responsible for taking care of their own needs within their space. These One Stop partners budget at the beginning of the year for the space they occupy. They commit to that space regardless of whether their funds are reduced or staffing decreases or increases, the dedicated space stays the same for the duration of the year as it would in a mall lease. The lease charge is stable for the year. The OS Partner is responsible for all costs related to their space.
 - ii. The Technology Approach - The technology approach is also impervious to funding increases and decreases. It is a minimal cost so the One Stop partners don't have to struggle with budget concerns. These One Stop partners commit to maintaining a page or partial page on the CSBD website
 - iii. The Cost Allocation Approach – Cost allocation is not an agreed to method. It is required for all OS Partner grant funds awarded by DEO to CSBD and the other local boards. If awarded discretionary grants, CSBD allocates a portion of the costs to support the OS infrastructure and operations.
6. One Stop partners not co-located, regardless of funding, agree to assign a position to be the main contact for inquiries regarding OS Partner programs and for a "warm hand off" of a participant through referral. Technology connections include the phone, Zoom or similar technology allows for intakes and assessment to occur concurrently for more than one program and may take place in the OS Center regardless of the OS Partner's location.
7. One Stop partners commit to a position, not a person, so personnel changes have little impact on the referral of participants among the One Stop Partners.

f A detailed WIOA services matrix has been created for the OS Center. The service matrix includes the One Stop partners along with current contact information for questions and referrals. Each OS Partner has also listed the services they provide.

VII. Data Sharing

- a. WIOA, federal, and state laws determine safeguards specific to the databases of the various OS Partner funding streams.
 1. OIC of South Florida agrees:

- i. To share data in accordance with the State of Florida Shared Data Confidentiality Policy
- ii. To share data and technology as appropriate in serving job-seekers. This may include obtaining signed releases to be able to share information among the necessary One Stop partners to deliver needed services
- iii. To maintain the confidentiality of participants' information
- iv. To safeguard Personal Identifying Information (PII) used to track participants prior to sharing participant information
- v. To notify the appropriate OS Partner in the event of a breach

VIII. Procurement of the OSO

- a. CSBD followed the process established in 2 CFR Part 200.318-326, U.S. Department of Labor's Training and Employment Guidance Letter 35-10, and DEO guidance in procuring and selecting their OSO.
- b. The OSO was selected through a competitive process. The OSO communicates regularly with the One Stop partners to plan, address continuous improvement, monitor referrals and accessibility among the One Stop partners.
- c. One Stop partners agree that the OSO shall be responsible for:
 1. Coordinating required services delivery in the OS Center and ensuring that the services are being delivered to OS Center customers
 2. Serving as a liaison between the WIOA Title I staff and One Stop partners
 3. Reviewing the MOU annually to ensure it is up to date
 4. Monitoring One Stop partners' adherence to the terms of the MOU
 5. Facilitating and/or delivering training to ensure OIC of South Florida staff is aware of basic services offered by each of the One Stop partners
 6. Continuously work on improving the OS Delivery System by focusing the One Stop partners on coordination and integration of OS Partner services
 7. Ensuring CSBD Career Center services are market-driven and that labor market information is available and accessible
 8. Monitor One Stop partners referrals
 9. Convene biannual OS Partner meetings, setting the agenda, recording minutes, and working with the One Stop partners on "next steps"

- d. The OSO may not:
 - 1. Participate in the development or submission of the local 4-year plan.
 - 2. Be responsible for oversight of themselves.
 - 3. Manage or participate in the OSO procurement process.
 - 4. Select or terminate themselves or service providers.
 - 5. Negotiate local performance.
 - 6. Develop the CSBD budget.

IX. Administration and Operations Management

- a. CSBD provides oversight over the procured OSO by:
 - 1. Attending partner meetings and participating in partner activities
 - 2. By reviewing quarterly reports provided by the OSO detailing the OSO activities which must include:
 - i. Coordination of OS Center required career services with the One Stop partners
 - ii. Educating all the One Stop partners regarding universally available basic career services
 - iii. Monitoring service delivery to ensure services meet customer expectations
 - iv. Serving as liaison between the One Stop partners to ensure each OS Partner has an equal voice regarding effective ways to deliver OS workforce services
 - v. Facilitating OS Partner and Business Services staff joint meetings to plan and deliver joint partner recruitment and job fairs
 - vi. Coordination with other community organizations to participate in community events for outreach and to publicize available One Stop partners' workforce services

X. Shared Funding Process for Infrastructure Costs

- a. OS Operating Budget
 - 1. This is determined by a negotiation between the BWDB as represented by CSBD and the One Stop partners to determine how the costs and operating costs of the OS Center will be supported as expressed in the Infrastructure Funding Agreement (IFA) which is a part of and incorporated into this MOU in accordance with WIOA § 121(c)(1), 20 CFR 678.500(b)(2)(i), 34 CFR 361.500(b)(2)(i), and 34 CFR 463.500(b)(2)(i)).
 - 2. All One Stop partners were a part of the discussions agreeing to the methodology presented. Individual one-on-one negotiations were conducted to finalize discussions and to iron out the details. CSBD has successfully negotiated to arrive at a cash contribution from each OS Partner.

3. It is the belief of the BWDB that:
 - i. All One Stop partners must contribute cash to support the OS Center.
 - ii. People and organizations value what they pay for.
 - iii. A low-cost solution must be available to ensure every mandatory and non-mandatory approved OS Partner can participate.
4. CSBD has offered 2 options to the One Stop partners, 1) the mall approach and 2) the technological approach. CSBD cost allocates grant awards as appropriate to ensure grants bear their fair share.
 - i. CSBD fiscal staff determined the cost of maintaining the OS Center rent, utilities, common space, and related costs and arrived at a cost per square foot. Co-located One Stop partners were presented with the inclusive cost per square foot for the space that they occupy. All co-located One Stop partners pay for the square feet they occupy based on the calculation as determined by the CSBD fiscal staff. All formula grants, DEO allocations for co-located and managed partners, and discretionary grants, regardless of whether they are WIOA or another funding stream, are charged their fair share of the maintenance of the OS Center through cost allocation and funding decisions as determined by the CSBD President/CEO and Senior Vice President Fiscal Sr. VP Fiscal.
 - ii. CSBD uses a "Mall" approach for determining the costs attributable to co-located One Stop partners. Each co-located One Stop partner is responsible for covering their service delivery operating costs as if they were leasing space in a "Mall".
 - iii. CSBD Fiscal staff worked with CSBD IT staff to calculate the cost of a presence on the CSBD website, including utilities, maintenance, updates, and space and were able to establish an annual cost of \$215.49 per provider for a page on the CSBD website.
 - iv. All non-co-located One Stop partners are technologically connected as stated in the "One-Stop Operations Guidance for the American Job Center" ETA OWI 1/18/17, the One Stop partners "uses technology to achieve integration and expanded service offerings" and by "making available a direct linkage through technology to a program staff member who can provide meaningful information or services" pursuant to TEGL 16 -16 20 CFR 678.305(d), 34 CFR 361.305(d), and 34 CFR 463.305(d).
 - v. **Exhibit 1** is a matrix of all One Stop partners participant staff contacts by person/position, email, regular mail, and phone contact. One Stop partners technologically connected may connect to participants via telephone, ZOOM, TEAMS or GOTOMEETING applications which allow for face-to-face interface and joint case management and counseling sessions as needed

and appropriate. Generally, the initiating OS Partner uses their license to connect to the other OS Partner.

5. As described herein:

- i. The technology approach is impervious to funding increases and decreases.
- ii. CSBD is able to offer a minimal cost solution - One Stop partners don't have to struggle with budget concerns as budgets increase and decrease.
- iii. One Stop partners commit to a page and the cost of its maintenance on the CSBD website.
- iv. One Stop partners not co-located, regardless of funding assign a position to be the main contact for inquiries regarding OS Partner programs and for a "warm hand off" of a participant through referral. Technology connections also include the phone for quick contacts and offers Zoom or similar technology for face-to-face intakes and assessment.
- v. One Stop partners commit to indicate a position and/or a staff person as the designated contact, so personnel changes have little or no impact on the referral of participants among One Stop partners.
- vi. Cost is stable.

6. Other Contributors - At this time only mandatory partners are participating in the OS Delivery System.

b. Funding of Services and Operating Costs/Infrastructure Funding Agreement

1. Per 20 CFR 678.700-755 and 678.760; 34 CFR 361.700-755 and 361.760; and 34 CFR 463.700-755 and 463.760, One Stop partners must contribute to the infrastructure costs and operating costs of the OS Center based on their proportionate use. Because One Stop partners contributions must be an allowable expenditure in accordance with each One Stop partner. One Stop partners' program guidelines as well as under 2 CFR 200 et al, the One Stop partners developed options that allowed each agency to meet their WIOA obligation while complying with their program requirements.
2. By the authority vested in the signatory for each OS Partner, the OS Partner agrees to the methodology for infrastructure funding as described herein.

XI. Conflict Resolution

- a. OIC of South Florida has agreed to the conflict resolution process described herein for disputes arising out of this agreement as follows:
 1. In the event of a dispute, OIC of South Florida will first negotiate in good faith to identify possible solutions to resolve the dispute.
 2. If the dispute cannot be resolved the matter will be forwarded to DEO as the

Governor's representative, for assistance.

- b. When providing services through the OS Delivery System, OIC of South Florida will ensure enforcement of non-discrimination and equal opportunity policies. If a violation occurs, the proper chain of command will be followed, and the staff member's employer of record will be called upon to help resolve any issue.

XII. The OS System Referral Process

- a. In accordance with WIOA, the One Stop partners have agreed on how referrals and cross referrals will be accomplished between the One Stop partners.
 1. The vision of the One Stop partners as expressed through this MOU is to utilize a referral process which will:
 - i. Provide customers with seamless access to services across all programs
 - ii. Provide job-seekers and employers with the information they need to be successful
 2. Access to Services: To accomplish the vision, the One Stop partners agree to include in their assessment process consideration of services available through each of the One Stop partners including universal or basic career services available to the general public.
 3. As described above the OS Center provides access to the programs and services of all the required One Stop partners. This is accomplished by the following steps:
 - i. Customers are guided to the job search tools of the resource center.
 - ii. Employment service or WIOA staff provide general assistance or identify the appropriate OS Partner service.
 - iii. Individuals needing referral are then guided to access the appropriate OS Partner program by being directed to a co-located OS Partner or being assisted to immediately connect to a non-located OS Partner through technology via phone and /or a web-based video conferencing platform such as Zoom for an initial assessment. The OS Centers also provide direct linkage via email to OS Partner program staff.
 - iv. In accordance with the agreed upon OSO's responsibility, OSO program staff are trained sufficiently to familiarize them with all services available through all the One Stop partners. This ensures the staff have the competency and skills necessary to assist participants when applying for program benefits or services.
 - v. All required OS Partner program staff, in accordance with training facilitated by the OSO, shall be sufficiently knowledgeable about the other OS Partner programs and services to screen an applicant to determine appropriate referrals.
 - vi. To the extent possible referring staff shall directly contact the recipient of the

referral to facilitate seamless delivery of services and shall inform the customer regarding what to expect as a result of the referral to ensure a "warm handoff."

- b. A special referral process has been agreed to by the One Stop partners for Unemployment Insurance (UI). In accordance with WIOA, UI claimants, must be provided with "meaningful" assistance when filing UI claims. This is critical to the One Stop partners as well, as often they are also assisting the unemployed.
 - 1. All OS Center staff receive training sufficient to familiarize them with the online claims filing system. Staff must be able to explain claimants' rights and responsibilities so they can understand the UI publications and correspondence.
 - 2. OS Partner customers coming in or referred to the OS Center for UI meaningful assistance receive:
 - i. OS Center on-site assistance from resource room staff trained in filing UI claims.
 - ii. Phone or other technology provided assistance, as long as the assistance is by trained and available staff.
 - iii. Access to a priority phoneline for claimants to speak directly with UI staff with little to no wait.
 - iv. An electronic feedback system which staff can access to refer potential UI eligibility issues to the UI staff for investigation.
 - 3. Other UI assistance beyond filing assistance is provided by state UI staff.
 - 4. The One Stop partners agree to the following definition of meaningful services. It is the provision of the contact information necessary for onsite and technologically connected One Stop partners to consult with customers. It is the delivery of initial assessment simultaneous with the customers' visit to the CSBD Career Center. It is the scheduling of an appointment for the customer. The referral form also provides for a release so that information can be exchanged among the One Stop partners
- c. Customer referrals shall be made using the electronic referral form in the OS Partner portal, "Crosswalk".
 - 1. OIC of South Florida agrees that appointments will be set within three working days of receiving a referral, and the participant will be contacted two days prior to their appointment to confirm the appointment. Participants shall be informed regarding documents they need to bring to their appointment.

All referrals must include the following information:

Date of Referral
Name of Referring (OS Partner) Organization
Referring OS Partner Contact Staff Person

Contact Person Phone and Email
Name of Organization (OS Partner) Receiving the Referral
Referring OS Partner Contact Staff Person
Contact Person Phone and Email
Name of Customer being referred
Customer's Address, Phone number, and Email
Reason for the Referral
Confirmation of receipt from the Recipient Agency

2. Feedback and Follow-Up: When a referral is made, customer feedback shall be solicited through a sampling of follow-up calls to be initiated by the OSO to discuss the services provided and next steps.
3. All One Stop partners agree to case note referrals as appropriate in their respective data management systems and notice of the referral shall be emailed to the case managers' supervisors. Supervisors shall maintain a master list of referrals on a monthly basis. The OSO shall work with the One Stop partners to track and report on referrals.
4. Shared information shall adhere to the customer disclosure form and be in accordance with the customer's agreement. Encrypted email shall be used for sensitive information.

XIII. Accessibility

- a. All One Stop partners agree to conduct their activities in a discrimination free environment that promotes employment opportunities to all job-seekers, in accordance with WIOA Section 188.
- b. All customers shall have equal access to all OS Partner services provided through the OS Centers. The One Stop partners agree to comply with the Americans with Disability Act of 1990 and its amendments.
- c. Each OS Partner shall follow their organization's equal opportunity policies and procedures for reasonable accommodations under the ADA.
- d. Physical Accessibility
 1. The OS Center is in compliance with the requirements of physical accessibility, including ADA compliance.
 2. Private offices are available to help customers and staff with confidentiality, noise levels, and concentration.
 3. CSBD will revisit the OS Center's accessibility from time to time to ensure continuing compliance with all equal opportunity, non-discrimination, and ADA requirements.

4. All non-discrimination, equal opportunity, and ADA accommodations posters are displayed so they are visible to customers and staff. Staff are trained to assist customers with their accessibility needs. The South Comprehensive OS Center has been updated for physical accessibility. There are designated handicapped parking spots near the building.
 5. The Comprehensive OS Center is located within walking distance of public transportation and other workforce development and social service offices. The OS Center is accessible by car, bike, or public transportation.
- e. **Programmatic Accessibility:** OIC of South Florida is aware that the OS Center provides a welcoming environment to all customers entering the OS Delivery System. Accessibility is available to customers and to One Stop partners.
1. OS Partner staff have been trained how to use the technology in the OS Centers.
 2. One Stop partners that need to access the OS Center tools for their customers can visit the OS Center or refer their customers in accordance with the referral mechanism provided for under this MOU. Accessibility is made available by offering the following tools:
 - i. Signage.

Signage announces accommodations and special assistance available from auxiliary and auditory aids to assistive-technology and program materials in a variety of accessible formats. Customers are able to access these tools even if they do not disclose that they have a barrier.
 - ii. English Language Learners

Interpretation services are available via Accessible Communication for the Deaf ACD, through phone, video, onsite interpreting, document translations as well as training for bilingual staff and interpreters.
 - iii. Physical Accommodations

Individuals in wheelchairs or who are small or large in stature can work at a kiosk with adjustable desktops and chairs. A trackball mouse and alternative keyboards are also available to assist customers.
 - iv. Vision

Low vision software, large screens and screen enlargement software is available. MS Office also provides accessible software.
 - v. Hearing Loss

For individuals with mild to moderate hearing loss, staff have access to an assistive listening device to assist customers in one-on-one or group settings. Staff is also familiar with the Florida Relay service as an alternative communication tool for individuals who are deaf, hard-of-hearing, deaf/blind, or with a speech impairment. Staff also have access to UBI DUO devices.

vi. General Disability

As Vocational Rehabilitation has a presence in the OS Center, they are immediately available for WIOA and OS Partner referrals.

vii. Accessibility Maintenance

In addition to Vocational Rehabilitation and Services for the Blind, Adult Education, and Literacy are available for consultation to ensure accessibility can be maintained at its highest level.

viii. Professional Development

All One Stop partners agree to share professional development training regarding accessibility, discrimination, quality services, and continuous improvement.

- f. By being a party to this MOU, OIC of South Florida has reiterated their commitment to adopting policies and procedures in compliance with the Americans with Disabilities Act of 1990 as amended to provide equal access to all customers. OIC of South Florida further agrees to review their organization's policies on a yearly basis to ensure policies are up to date.

XIV. Human Resource Management

Commonly developed expectations for customer service will be incorporated into each OS Partner's performance evaluation system. All One Stop partners agree to conduct regular performance reviews in accordance with their organization's policies and procedures.

XV. One-Stop Delivery System Performance Criteria

- a. The One Stop partners agree that the OS Delivery System will strive to achieve these standards of quality service for its customers, employees, and One Stop partners:
1. All customers will receive prompt and courteous service from the staff.
 2. All customers will receive the services designed to assist customers in achieving their educational and/or job placement goals.
 3. All employees can expect to work in a safe and professional environment.
 4. All employees can expect to receive the best tools to achieve the desired outcome for their customers.

5. All One Stop partners will deliver high-quality services.
 6. All One Stop Partners will participate in the 3-year schedule of one-stop certification as required by WIOA.
 7. All One Stop partners agree to share aggregate performance information based upon the performance applicable to their program funding streams.
- b. OS Partner performance will be an indication of the strength of each OS Partner's collaboration. The goal is for the One Stop partners to understand each other's performance to further integration and to work toward assisting each other to exceed the measures for their program funding streams. The One Stop partners agree to review performance quarterly.

XVI. Governance of the One-Stop Delivery System

- a. The ultimate accountability and responsibility for the OS Delivery System organizational processes, services, and accomplishments rests with the CSBD, the OSO, and the One Stop partners.
- b. The BWDB's and CSBD Council's Responsibilities
 1. To develop and execute the MOU with the OIC of South Florida.
 2. Develop and update the local plan
 3. Select the OSO and terminate the OSO if needed
 4. Conduct oversight of the local OS Delivery System and the OSO
 5. Serve as a convenor of the One Stop partners
- c. The OSO Responsibilities
 1. Ensure the One Stop partners coordinate services and adhere to the terms of this MOU.
 2. Serve as a liaison between CSBD their Title I staff and the One Stop partners.
 3. Provide or facilitate training to ensure the OS Partner staff are knowledgeable regarding each other's services, accessibility, and non-discrimination policies.
 4. Ensure that the OS Center staff deliver the services promised to customers.
 5. Work with the One Stop partners for continuous improvement in coordinating and

integrating service delivery that is market-driven.

6. Monitor and report on the effectiveness of the referral processes.
 7. Convene biannual OS Partner meetings, composing agendas, recording minutes, and distributing action steps.
 8. Be knowledgeable of the performance standards of all One Stop partners and communicate the measures to all the One Stop partners.
 9. Ensure accessibility to services for individuals with barriers.
 10. Assist the CSBD in meeting OS Center certification.
- d. OIC of South Florida's responsibilities
1. Provide access to programs and services through the OS Delivery System, including appropriate career services
 2. Support development of an integrated and coordinated customer- centered service delivery design
 3. Share infrastructure costs
 4. Co-enroll customers as needed
 5. Share information as agreed to by the One Stop partners
 6. Share performance data regarding shared customers

XVII. Duration, Modification, and Revisions

- a. The parties agree that this MOU replaces the MOU entered into during program year 2019-2021 and will take effect July 1, 2023, or when executed by all the parties whichever date is earlier.
- b. This MOU will remain in effect until June 30, 2026, or until such time as there is a need to modify this MOU because of a change in the law, federal or state policy, or a request from either CSBD or the OIC of South Florida.
- c. The parties agree to review the MOU annually.
- d. Either CSBD or OIC of South Florida may request to modify this MOU. Requests for modification shall be made in writing to CSBD which shall communicate the modification request to all the One Stop partners. The OSO shall work with CSBD and OIC of South Florida to come to agreement with respect to any modification. Material modifications will be presented to the BWDB for approval and their decision shall be final.
- e. The terms of the infrastructure costs and operating costs agreed to in Section IV will

take effect as of July 1, 2023, and will continue in effect until June 30, 2026, with adjustments reviewed at least annually to ensure a fair and equitable proration of costs.

XVIII. Partial Void

Should any part of this MOU be found to be null and void or is otherwise stricken, the balance of this MOU shall remain in full force and effect. Any modifications to the MOU, including adding new one stop partners, will require the modified MOU to be signed by all either party.

XIX. Termination

- a. Any party to this MOU may rescind their agreement to participate in the MOU by notifying CSBD in writing at least 60 days in advance of its effect.
- b. This MOU shall terminate June 30, 2026, and may be renewed and extended upon agreement of both parties.

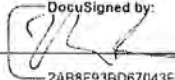
XX. Checklist for Memorandum of Understanding Signatures

	The WIOA required partner:	MOU signed by:	Name of Authorized Representative Signing MOU and Local Agency:
	WIOA Adult, Dislocated Worker and Youth Programs (Title I)	DEO Commissioner, Broward County BWDB Board Chair	Name: Dane Eagle Title: Date Signed: Name: Tim Ryan Title: Commissioner Date Signed: Name: Heiko Dobrikow Title: BWDB Chair Date Signed:
	Older American's Act- Senior Community Service Employment Act	OIC of South Florida	Name: Title: Date Signed:


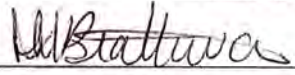
EXECUTION PAGES

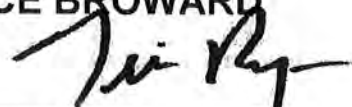
By their signature below, OIC of South Florida and CareerSource Broward attest to participation in the development of this MOU and agree to abide by its terms and conditions as well as with the terms and conditions of the Infrastructure Funding Agreements (IFA). By signing below, each One-Stop Partner warrants and represents that the person signing this MOU has the authority to bind the Partner and that the One-Stop Partners participation in the MOU is not in violation of any By-laws, Covenants and/or other restrictions placed upon them by their respective entity.


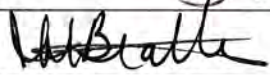
FOR OIC OF SOUTH FLORIDA

By: 
 2AB8F93BD67043F
 Title: President/CEO

FOR CAREERSOURCE BROWARD

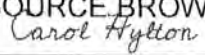
ATTEST: 
 

BY: 
 (Signature)
 Print Name: Tim Ryan
 Title: CSBD COUNCIL OF ELECTED OFFICIALS, CHAIR
 Date: 6/30/2023

ATTEST: 
 

BY: 
 (Signature)
 Print Name: Heiko Dobrikow
 Title: BWDB CHAIR
 Date: 6-26-23

ATTEST *Michelle Baldin* L.S.
 Moya Brathwaite L.S.

CAREERSOURCE BROWARD:
 BY: 
 (Signature)
 Printed Name: CAROL HYLTON
 Title: PRESIDENT/CEO
 Date: 06/22/2023

Approved as to form by the CareerSource Broward
General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: _____
Rochelle J. Daniels, General Counsel

Exhibit A

Infrastructure Funding Agreement (IFA)

The purpose of this Infrastructure Funding Agreement is to delineate each party's responsibilities for sharing of infrastructure and operating costs for the applicable one-stop center.

1. OIC of South Florida and CSBD recognize that infrastructure costs, in accordance with 20 CFR 678.500(b), 34 CFR 361.500(b) and 34 CFR 463.500(b) are applicable to all required partners, regardless of whether they are physically located in CSBD'S one-stop center. Pursuant to the United States Department of Labor's Training and Employment Guidance Letter No. 17- 16 (USDOL TEGL 17-16), each partner's contributions to the infrastructure costs, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the partner programs' authorizing laws and regulations and the Uniform Guidance.
2. Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the south Broward one-stop center. Non-personnel costs are defined by USDOL TEGL 17-16 and includes, but are not limited to:
 - a. Rental of the facilities;
 - b. Utilities and maintenance;
 - c. Equipment, including assessment- related products and assistive technology for individuals with disabilities; and,
 - d. Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities.
3. OIC of South Florida has chosen to utilize technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities (WIOA sec. 121(h)(4), 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)). BROWARD COUNTY will provide all art, logos, and content to submit to CSBD for publication within the time provided by CSBD.
4. Upon the receipt of proper invoice(s) at least thirty (30) days prior to the payment due date as applicable or by the due dates below, OIC of South Florida will pay CSBD the total of Six Hundred Forty-six Dollars and 47/100 Cents (\$646.47) in three (3) separate payments of Two Hundred Fifteen Dollars and 49/100 Cents (\$215.49) for the following periods:
 - a. July 1, 2023 through June 30, 2024, payable by October 31, 2023.
 - b. July 1, 2024 through June 30, 2025, payable by October 31, 2024.

c. July 1, 2025 through June 30, 2026, payable by October 31, 2025.

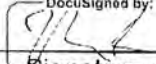
5. OIC of South Florida will pay for the costs associated with its participation in the one-stop center as described above, subject to Section XIX, TERMINATION. The Parties may mutually negotiate costs at the time of subsequent written amendments, subject to Section XVII, MODIFICATIONS.
6. In the event a consensus is not reached regarding infrastructure costs, this shall be reported to each partner's local governing entity, so that the governing entities can make an additional effort to reach agreement between the Parties. Should this effort fail the Parties will report their inability to reach consensus regarding the infrastructure costs to the Governor, who may invoke the State Funding Mechanism. In such instances, the Parties agree to abide by the Governor's determination.

By the signatures below, OIC of South Florida agrees to be responsible for the costs associated with their participation in the one-stop which shall be paid by October 31st of each year until such time as the costs are renegotiated at which time the MOU and or attached IFA will be amended.

FOR THE OIC OF SOUTH FLORIDA

ATTEST:


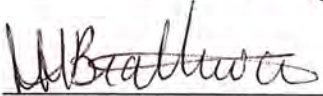
DocuSigned by:
Virgilio Rodriguez
4C788C3B0C124ED

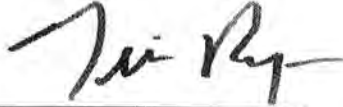
By: 
Signature
Name: Newton Sanon
Title President/CEO

Date: 6/14/2023

FOR CAREERSOURCE BROWARD


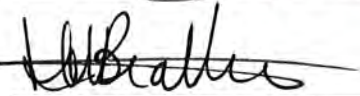
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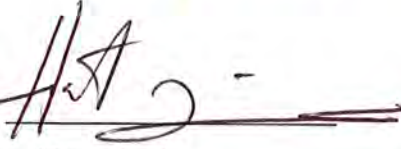



BY: 
(Signature)
Print Name: Tim Ryan
Broward County Commissioner
Title: CSBD COUNCIL OF ELECTED OFFICIALS, CHAIR

Date: 6/30/2023

ATTEST:

BY: 
(Signature)

Print Name: Heiko Dobrikow
Title: BWDB CHAIR

Date: 6-26-2023

ATTEST Michelle Baldis L.S.

Moya Brathwaite L.S.

CAREERSOURCE BROWARD:

BY: Carol Hylton

(Signature)

Printed Name: CAROL HYLTON

Title: PRESIDENT/CEO

Date: 06/22/2023

Approved as to form by the CareerSource Broward

General Counsel

2890 West Cypress Creek Road

Ft. Lauderdale, FL 33309

BY:  _____

Rochelle J. Daniels, General Counsel

SIGNATURE CERTIFICATE



TRANSACTION DETAILS

Reference Number
05E0175C-E629-4653-8547-F13F9983B09F

Transaction Type
Signature Request

Sent At
06/22/2023 15:54 EDT

Executed At
06/22/2023 17:20 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
54ac2227f8106ce757db0c2be98d991aa793f91ccf9360f7be7e07be61063a83

Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Pe-2023-2026-Oic Mou

Filename
pe-2023-2026-oic_mou.pdf

Pages
27 pages

Content Type
application/pdf

File Size
16.3 MB

Original Checksum
6f4cd84a3b9085251811bddc956f9a54a1ebdb1a94b4a9b41186051bc7c7628e

SIGNERS

SIGNER

Name
Moya Brathwaite

Email
mbrathwaite@careersourcebroward.com

Signer Sequence
2

Components
2

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
2172ba9bdac66da110d91a26f5d5b9588bddc26f8757eceb1b005ecaad6ae7b7

IP Address
67.23.70.69

Device
Chrome via Windows

Typed Signature
Moya Brathwaite

Signature Reference ID
0C10E292

EVENTS

Viewed At
06/22/2023 17:19 EDT

Identity Authenticated At
06/22/2023 17:20 EDT

Signed At
06/22/2023 17:20 EDT

Name
Michele Baldis

Email
mbaldis@careersourcebroward.com

Signer Sequence
1

Components
2

Status
signed

Multi-factor Digital Fingerprint Checksum
9d7b353ca17523e3120e293ce40637f15ebad66023884bd45c108c8be7d2d39a

IP Address
67.23.70.69

Device
Chrome via Windows

Typed Signature
Michele Baldis

Signature Reference ID
7B4359DB

Viewed At
06/22/2023 16:14 EDT

Identity Authenticated At
06/22/2023 16:14 EDT

Signed At
06/22/2023 16:14 EDT

SIGNER**Name**

Carol Hylton

Email

chylton@careersourcebroward.com

Signer Sequence

0

Components

4

E-SIGNATURE**Status**

signed

Multi-factor Digital Fingerprint Checksum

29b8baedc34a0f4924fe44c688c9e59f30363d62bl26a71eacle4cb7cc241d02

IP Address

174.239.84.170

Device

Mobile Safari via iOS

Typed Signature*Carol Hylton***Signature Reference ID**

CAA1F3F2

EVENTS**Viewed At**

06/22/2023 15:58 EDT

Identity Authenticated At

06/22/2023 15:58 EDT

Signed At

06/22/2023 15:58 EDT

AUDITS**TIMESTAMP**

06/22/2023 15:54 EDT

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MEMORANDUM OF UNDERSTANDING
between
CAREERSOURCE BROWARD
and
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

July 1, 2023 to June 30, 2026

This Memorandum of Understanding is entered into by and between CareerSource Broward on behalf of the Broward Workforce Development Board, Inc., (BWDB) and the CareerSource Broward Council of Elected Officials (CSBD Council), as their administrative entity and The School Board of Broward County, Florida (SBBC) under the Workforce Innovation and Opportunity Act (WIOA) Pub. L. 113 – 128, 29 U.S.C. 3101, as further described herein on the date this MOU is executed by all the parties and terminate on June 30, 2026.

RECITALS

WHEREAS, WIOA Section 121(c)(1) requires that the BWDB, in concert with the CSBD Council, develop and enter into a Memorandum of Understanding (MOU) consistent with WIOA Section 121(c)(2) legislative One Stop Partners; and

WHEREAS the SBBC is a legislative partner delivering Adult Education and Literacy Act activities and post-secondary Career and Technical Education programs authorized by the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.); and

WHEREAS, the MOU must describe how the SBBC as a legislative one -stop (OS) partner will coordinate in the operation of the One-Stop Delivery System in the Broward Workforce Development Area under WIOA; and

WHEREAS, the MOU must describe how the SBBC as a legislative one -stop (OS) partner will coordinate to proportionately, based on use, support the infrastructure and operating costs of the One-Stop Delivery System in the Broward Workforce Development Area; and

WHEREAS, the MOU must be the product of discussion and agreement between the BWDB and the CSBD Council, as represented by CSBD and the One-Stop Partners in accordance with 20 CFR 678.500 (a); and

WHEREAS, CSBD representing the BWDB and the CSBD Council has met with and worked with the SBBC which is party to this MOU to arrive at the agreements in this MOU.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

I. Purpose

- a. The purpose of this MOU is to describe how the SBBC will coordinate their funding streams, resources and personnel to serve CSBD and SBBC their mutual customers through the comprehensive one stop located at 7550 Davie Road Extension, Hollywood, FL 33024 and its affiliate centers located at 2610 Oakland Park Blvd., Oakland Park, FL

33311 and 4941 Coconut Creek Pkwy, Coconut Creek, FL 33063.

b. The description shall include:

1. The services to be provided through the OS Delivery System.
2. The manner in which services will be coordinated and delivered among the partners through the OS System.
3. The manner in which the costs of maintaining and delivering services through the One-Stop system will be shared as expressed in an Infrastructure Funding Agreement (IFA) agreed to by all the parties/partners.
4. The methods of referral among the OS Partner Agencies to assure the most effective and highest quality services for their mutual customers.

II. Name and Location of the Comprehensive One-Stop Center

The BWDB and the CSBD have established one comprehensive One-Stop Career Center to serve jobseekers and employers in the Broward Workforce Development Area which is the South Center located at: 7550 Davie Road Extension, Hollywood, FL 33024.

III. The Parties to the MOU

This MOU is the result of a collaborative agreement between the CSBD and the SBBC which have agreed to the basic tenets and participated in the development of this MOU as follows:

a. The Partners

OS Mandated Partner	Represented By
WIOA Title I Adult, Dislocated Worker and Youth Programs	The CSBD Council and the BWDB
WIOA Title III Wagner-Peyser Employment Service	
Veterans Employment and Training	
Trade Adjustment Assistance Act	
Unemployment Insurance	
Temporary Assistance for Needy Families/WTP	
Supplemental Nutrition Assistance Program (SNAP)	
WIOA Title II AEFLA ¹	The School Board of Broward County, Florida

¹ Adult Education and Family Literacy Act

Carl Perkins Career and Technical Education	The School Board of Broward County, Florida
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IV. The OS Partners Vision and Mission

On September 13, 2022, CSBD and the OS partners met with the OS Operator (OSO) selected by the BWDB and the BWDB Council, to develop a vision and common goals for the OS system which is outlined below. The parties developed and agreed to the vision and mission as stated below and which form the foundation of the MOU entered into by and between the partners as follows:

a. The OS Partner Vision

The strategic vision for WIOA implementation is to enhance alignment of workforce, education and economic development systems through improved service integration that provides businesses with skilled, productive, and competitive talent and Broward County residents with employment, education & training that reduce welfare dependence and increase opportunities for self- sufficiency, high skill and high wage careers and lifelong learning.

b. The OS Partner Mission

1. To achieve the shared vision and mission the OS partners have developed and agreed to the below listed goals. The goals are aligned with the BWDB Strategic Plan as follows:
 - i. Promote accountable, transparent, and data driven workforce investment through performance measures, monitoring and evaluation that informs strategies, drives operational excellence, and empowers an effective and efficient workforce delivery system
 - ii. Bring together citizens, employers, and educational providers to develop programs to support high-quality education/training and employment services to meet regional workforce needs.
 - iii. Encourage employers by engaging and identifying their needs and educating and connecting them to the workforce system to produce innovative workforce solutions.
 - iv. To align Broward County community services to maximize employment and work opportunities for targeted populations (veterans, youth, individuals with disabilities, older workers and returning citizens).
2. To implement the goals, the OS partners in cooperation with the OSO are committed to:
 - i. Meeting twice a year to discuss the continuous improvement of the OS delivery system.
 - ii. Reviewing the MOU annually and during the last meeting of each program year for the purpose of modifications which shall be made by consensus.
 - iii. Maintaining minutes of the meetings to assure follow up. Minutes shall be the

responsibility of the OSO.

V. OS Partner CSBD Career Center Values

- a. The WIOA Title I staff, and OS partners situated at the South One Stop Center and their OS partners connected through technology share a common belief that:
 1. Infusing a sense of achievement in their job seekers through skills attainment and work results in a workforce ready to meet the future.
 2. Employers will invest in the local workforce area when a skilled workforce is available to them.
- b. This is accomplished through:
 1. Customers having easy access to integrated basic career services, individualized Career Services, Training Services, Placement and Follow-Up.
 2. The welcome process in the Career Center as well as the welcome process at each technologically connected one-stop partner location.
 3. The intake process which includes a referral and follow up process that assures that each customer will receive the career services appropriate to their needs.
 4. The initial skills assessment.
 5. Available services.
 6. Pathways to a wide range of training services to improve customer employment opportunities through skill upgrading, skill validation, and credentialing.
- c. OS Partners coordinate services with services available only through the CSBD Career Center. OS Partners can sequence or co-enroll customers so they can receive basic literacy skills and skills advancement through a traditional classroom or a work-based training option.
- d. OS services to area businesses include individualized “sales” presentations, information on Work Opportunity Tax Credits, Opportunity Zones, Federal Bonding, On-the-Job Training, Registered Apprenticeships, staffing services through Job Order Listings and scheduled recruitments in the Career Centers.

VI. One Stop Partner Services

- a. Access to Skills Development
 1. A primary objective of the Governor, and therefore of CSBD is to increase the self-sufficiency of our citizens and residents. To do this we work with our customers to assist them to follow a career pathway that includes skill attainment. Skill attainments command higher wages.
 2. Skilled workers can expect to find businesses and jobs that locate around centers of an available and able workforce.
- b. The Provision of Integration of Services

1. Comprehensive services shall be offered to job-seekers at the CSBD Career Centers or by referral to an OS Partner.
2. Customers of the CSBD Career Centers access national labor exchange services funded under the Wagner-Peyser Act as they enter the OS. OS staff refer customers who need more than minimal assistance, access to workshops or job search resources to WIOA funded Title I Career Center staff.
3. SBBC staff participates in cross-training on programs offered through the Career Centers and in the community so they can make appropriate and meaningful referrals.
4. The OS Operator shall meet with the SBBC representatives along with other legislative OS Partners twice a year at a minimum to review cross referrals, barriers to services, new and discretionary grants offering additional opportunities.
5. SBBC in their role as an OS partner shall review technology solutions and make recommendations to enhance services offered.

c. Responsibilities of SBBC

1. The SBBC as an OS partner agrees to share in the planning, implementation, and operation of the CSBD One Stop system with the assistance of the OS Operator, as provided for herein.
2. The SBBC agrees to assist and participate in capacity building and professional development opportunities for staff that coordinates with the OS to assure an understanding of partner programs.

ci. A Description of the Comprehensive Center Services

1. The purpose of participating as an OS Partner is to commit to an integrated, coordinated system with CSBD and the other legislative OS partners to reduce duplication of services and encourage cost efficiencies while expanding services to our customers.
2. The OS Partner program agencies referenced in this MOU are committed to offering priority of services to veterans, public assistance recipients, low-income individuals, and individuals who are basic skills deficient when providing basic career services, individualized career services, and training services.
3. The chart below details each partner's participation in the development of all components of the MOU.
4. All OS partners have a direct linkage to Title 1 services through Crosswalk software.

One Stop Partner	Services to be provided through the CSBD OS Career Centers or Via Technology Connection
<p>WIOA Title I Adult, Dislocated Worker and Youth Programs A core partner.</p>	<p>Integrative Staffing Group is the procured staffing company that employs the WIOA Title I Adult, Dislocated Worker and Youth Program staff located in the OS Career Centers. All One-Stop Partners have a direct linkage to Title I services through the referral process.</p>
<p>WIOA Title IV Vocational Rehabilitation (VR) A core partner</p>	<p>WIOA Title IV VR is co-located at the CSBD South comprehensive OS Career Center and follow a mall approach which calls for a lease with CSBD OS. Partners can refer customers through the OS or the established referral process. VR State staff participate in OS partner meetings and have a representative on the BWDB.</p>
<p>WIOA Title II AEFLA A core partner</p>	<p>WIOA Title II AEFLA is not co-located; however, there is a technological connection and a robust referral process for adults and dislocated workers needing basic literacy skills. In addition, there is sub-grant agreement for the delivery of GED services to out of school youth. OS Partners have a direct linkage to AEL through the referral process. AEL has assigned an individual by title to serve as the “go to person” for all partner referrals. AEL has a representative on the BWDB.</p>
One Stop Partner	Services to be provided through the CSBD Career Centers or VIA Technology Connection

<p>WIOA Title III Wagner-Peyser Employment Service.</p> <p>A core partner</p>	<p>WIOA Title III Wagner-Peyser Employment Service staff are co-located and guided by the One-Stop Manager at the Career Centers. DEO allocates funds to local boards for the guidance and management of Wagner-Peyser staff. CSBD cost allocates these funds for infrastructure and operation of the OS career centers. CSBD funded Title I staff, and employment service staff provide access to self-help or minimal assistance services as needed including assistance to employers with job orders, matching and placement. OS Partners' customers can sign on and register for Wagner-Peyser services online, come into OS career center or participate in the referral process. Employment service staff attend the One-Stop Partners' meetings.</p>
<p>SCSEP Title V Older Americans Act</p>	<p>WIOA Title V Older Americans Act AARP staff are co-located in the CSBD South Career Center and have a lease with CSBD in accordance with a mall approach. Some Title V participants also have a Work Experience assignment in the Career Center. The ULPB participates through technology, and they assign a specific case manager to work on referrals and cross referrals. All OS Partners can link to Title V services through the referral and cross referral process. Title V staff participate in one-stop partner meetings.</p>
<p>Veterans</p>	<p>Veterans Representatives are co-located in the CSBD Career Center(s). Veterans Representatives see customers on a walk in and by appointment basis. Veterans' staff participate in the referral and cross referral process. They also participate in One- Stop Partners' meetings. CSBD is allocated funds by DEO to guide and manage the staff. Their participation in the funding of the infrastructure and operation of the OS is done through cost allocation of the DEO allocation to CSBD</p>
<p>Community Service Block Grant</p>	<p>OS Partners link to CSBG services through the technology and referral process. CSBG staff participate in the OS Partner meetings. CSBG is managed by Broward County and often contributes to the CSBD Summer Program. The CSBD Career Center and CSBG connect through technology by assigning a specific case manager. Support services available are key for eligible WIOA Adults and Dislocated Worker participants after exit during follow-up</p>

One Stop Partner	Services to be provided through the CSBD OS Career Centers or Via Technology Connection
Trade Adjustment Assistance Act	Trade Adjustment Assistance Act (Trade Act) staff are co-located in CSBD OS Career Center and funded through an allocation from DEO. Their participants are co-enrolled in WIOA Title I Dislocated Worker programs. Like Dislocated Worker programs participants are referred and cross referred among One-Stop Partners. Staff participate at one-stop partner meetings. Funds are cost allocated to cover their share of costs in the CSBD Career Center.
Unemployment Insurance (UI)	All Wagner-Peyser and WIOA Title I staff are trained to give basic UI information to customers and help with UI claims. For customers who need additional assistance, there are dedicated phone lines in the Career Center as needed. Funds are awarded to CSBD by DEO and cost allocated to cover their share of costs in the CSBD Career Center.
Supplemental Nutrition Assistance Program (SNAP) Employment and Training Services	All One-Stop Partners have a direct link to SNAP services through the referral process. There are specific staff assigned to provide SNAP case management. Funds are awarded to CSBD by DEO and cost allocated to cover the SNAP share of costs in the CSBD Career Center.
Second Chance Act	This program is administered by OIC of South Florida, and they participate through technology and assigns a specific case manager to work on referrals and cross referrals. All OS Partners can link to Second Chance services through the referral and cross referral process. Second Chance staff participate in one-stop partner meetings.

5. The One-Stop Partners worked diligently to map services provided to jobseekers and business customers in the CSBD workforce development area. The chart above details how each partner provides services through the CSBD OS Career Center System.
6. CSBD has 3 infrastructure options at this time: Co-location using a "mall approach," a technology approach, and cost allocation for all partner funds administered by CSBD. SBBC supports the infrastructure through the technology approach. The technology approach is impervious to funding increases and decreases. It is a minimum cost of \$215.49 annually. This pays for the presence of the SBBC OS representative and url on the CSBD website.
7. OS partners not co-located, regardless of funding agree to assign a position to be the main contact for inquiries regarding partner programs and for a "warm hand off" of a participant through referral. Technology connections also includes the phone, Zoom

or similar technology allows for intakes and assessment to occur concurrently for more than one program and may take place in the OS regardless of the OS partner's location.

8. SBBC commits to a position and a person and to informing CSBD when there are personnel changes so the website can be updated.
- e. A detailed WIOA services matrix has been created for the CSBD OS Career Center. The service matrix includes the OS partners along with current contact information for questions and referrals. Each OS Partner has also listed the services they provide.

VII. Data Sharing

- a. WIOA, federal, and state laws determine safeguards specific to the databases of the various OS partner funding streams. The SBBC and CSBD agree:
 - i. To maintain the confidentiality of participants' information.
 - ii. To safeguard Personal Identifying Information (PII) used to track participants.
 - iii. To notify the appropriate OS partner in the event of a breach.

VIII. Procurement of the OSO/History

CSBD followed the process established in 2 CFR Part 200.318-326, U.S. Department of Labor's Training and Employment Guidance Letter 35-10, and DEO guidance in procuring and selecting its OSO.

- a. In 2019 the BWDB and CSBD Council approved the issuance of a request for quotes (RFQ) for a one-stop operator.
- b. Three proposals were received and reviewed by CSBD staff for responsiveness. A Review Committee comprised of BWDB members reviewed the proposals, interviewed proposer representatives, rated and ranked the proposals and recommended Workforce Guidance Associates, LLC to the BWDB and CSBD Council.
- c. In 2022 the BWDB and CSBD Council approved the issuance of a new request for quotes (RFQ) for a one-stop operator.
- d. One proposal was received and reviewed by CSBD staff for responsiveness. A Review Committee comprised of BWDB members reviewed the proposals, interviewed proposer representatives, rated and ranked the proposals and recommended Workforce Guidance Associates, LLC to the BWDB and CSBD Council.
- e. The OSO was selected through a competitive process. The OSO meets regularly with the partners to plan, address continuous improvement, monitor referrals and accessibility among the partners and the labor force. The OS Partners agree that the OSO shall be responsible for:
 1. Coordinating required services delivery in the OS Career Center and ensuring that the services are being delivered to Center customers.

2. Serving as a liaison between the WIOA Title I staff and the OS Partners.
3. Reviewing the MOU annually to assure it is up to date.
4. Monitoring OS Partners adherence to the MOU.
5. Facilitating and/or delivering training to assure the OS Partners are aware of basic services offered by each of the OS Partners
6. Continuously working on improving the workforce development system by focusing the OS partners on coordination and integration of OS Partner services.
7. Assuring CSBD Career Center services are market-driven and that the labor market information is available and accessible.
8. Monitoring OS Partners' referrals.
9. Convening biannual OS System partner meetings, setting the agenda with the partners, recording minutes, and working with the partners on "next steps."

f. The OSO may not:

1. Participate in the development or submission of the local 4-year plan.
2. Be responsible for oversight of themselves.
3. Manage or participate in the one-stop operator procurement process.
4. Select or terminate themselves or service providers.
5. Negotiate local performance.
6. Develop the CSBD budget.

IX. Administration and Operations Management

a. CSBD provides oversight over the procured OSO by:

1. Attending partner meetings and participating in partner activities
2. By reviewing quarterly reports provided by the OSO detailing the OSO activities which must include:
 - i. Coordination of OS Center required career services with the OS partners.
 - ii. Educating all the OS partners regarding universally available basic career services
 - iii. Monitoring service delivery to assure services meet customer expectations.
 - iv. Serving as liaison between the OS partners to assure each OS partner has an equal voice regarding effective ways to deliver OS workforce services.
 - v. Facilitating OS Partner and Business Services staff joint meetings to plan and

deliver joint partner recruitment and job fairs.

- vi. Coordination with other community organizations to participate in community events for outreach and to publicize available one-stop partner available workforce services.

X. Shared Funding Process for Infrastructure Costs

a. OS Operating Budget

1. This is determined by a negotiation between the BWDB as represented by CSBD and the OS partners to determine how the costs and operating costs of the CSBD Career Center will be supported as expressed in the Infrastructure Funding Agreement (IFA) (Exhibit 3) which is a part of and incorporated into this One-Stop Partner MOU in accordance with WIOA § 121(c)(1), 20 CFR 678.500(b)(2)(i), 34 CFR 361.500(b)(2)(i), and 34 CFR 463.500(b)(2)(i).
2. All OS partners were a part of the discussions agreeing to the methodology presented. Individual one-on-one partner negotiations were conducted to finalize discussions and to iron out the details. CSBD has successfully negotiated to arrive at a cash contribution from each partner.
3. It is the belief of the BWDB that:
 - i. All partners must contribute cash to support the OS center.
 - ii. People and organizations value what they pay for.
 - iii. A low-cost solution must be available to assure every mandatory and non-mandatory approved partner can participate.
4. CSBD has offered 2 options to the OS Partners, 1) the mall approach and 2) the technological approach. CSBD cost allocates grant awards as appropriate to assure grants bear their fair share.
 - i. CSBD fiscal staff determined the cost of maintaining the OS Center, rent, utilities, common space, and related costs and arrived at a cost per square foot. Co-located partners were presented with the inclusive cost per square foot for the space that they occupy. All co-located partners pay for the square feet they occupy based on the calculation as determined by the CSBD fiscal staff. All formula grants, DEO allocations for co-located and managed partners and discretionary grants regardless of whether they are WIOA, or another funding stream are charged their fair share of the maintenance of the one-stop through cost allocation and funding decisions as determined by the CSBD President/CEO and Sr. VP Fiscal. See attachment 1 to the IFA depicting the cost allocation of the maintenance of the OS Center, not covered by co-located partners, and charged against each of the CSBD grants.
 - ii. CSBD used a "mall" approach for determining the costs attributable to co-located partners. Each co-located partner is responsible for covering their

service delivery operating costs as if they were leasing space in a "Mall".

- iii. CSBD Fiscal staff worked with CSBD IT staff to calculate the cost of a presence on the CSBD website, including utilities, maintenance, updates, and space and were able to establish an annual cost of \$215.49 per provider for a page on the CSBD website.
- iv. All non-located partners are technologically connected as stated in the "One-Stop Operations Guidance for the American Job Center" ETA OWI 1/18/17, the OS partners "uses technology to achieve integration and expanded service offerings" and by "making available a direct linkage through technology to a program staff member who can provide meaningful information or services" pursuant to TEGL 16 -16 20 CFR 678.305(d), 34 CFR 361.305(d), and 34 CFR 463.305(d).
- v. Exhibit 1 is a matrix of all one-stop partner participant staff contacts by person/position, email, regular mail, and phone contact. One-stop partners technologically connected may connect to participants via telephone, ZOOM, TEAMS or GOTOMEETING applications which allow for face-to-face interface and joint case management and counseling sessions as needed and appropriate. Generally, the initiating partner uses its license to connect to the other partner.

5. As described herein:

- i. The technology approach is impervious to funding increases and decreases.
- ii. CSBD is able to offer a minimal cost solution - partners don't have to struggle with budget concerns as budgets increase and decrease.
- iii. SBBC commits to a page on the CSBD website
- iv. OS Partners not co-located, regardless of funding assign a position to be the main contact for inquiries regarding partner programs and for a "warm hand off" of a participant through referral. Technology connections also include the phone for quick contacts and offers Zoom or similar technology for face-to-face intakes and assessment.
- v. SBBC commits to a position and a staff person so personnel changes have little or no impact on the referral of participants among partners.
- vi. Cost is stable.

6. Other Contributors - At this time we do not have any non-mandatory partners in the one stop.

b. Funding of Services and Operating Costs/Infrastructure Funding Agreement

- 1. Per 20 CFR 678.700-755 and 678.760; 34 CFR 361.700-755 and 361.760; and 34 CFR 463.700-755 and 463.760, WIOA legislative partners must contribute to the

infrastructure costs and operating costs of the one-stop based on their proportionate use. Because OS Partners' contributions must be an allowable in accordance with each partners' program guidelines as well as 2 CFR 200.

2. The SBBC agrees to the methodology for infrastructure funding as described herein.

XI. Conflict Resolution

- a. The SBBC and CareerSource Broward have agreed to the conflict resolution process described herein for disputes arising out of this agreement as follows:
 1. In the event of a dispute the partners will first negotiate in good faith to identify possible solutions to resolve the dispute.
 2. If the dispute cannot be resolved the matter will be forwarded to DEO as the Governor's representative, for assistance.
- b. When providing services through the OS, the SBBC will ensure enforcement of non-discrimination and equal opportunity policies. If a disagreement arises, the proper chain of command will be followed, and the staff member's employer of record will be called upon to help resolve any issue.

XII. The OS System Referral Process

- a. In accordance with WIOA the OS Partners have agreed to use the electronic Crosswalk Software System to refer and cross refer customers to each other.
 1. The vision of the OS Partners as expressed through this MOU is to utilize a referral process which will:
 - i. Provide our customers with seamless access to services across all programs.
 - ii. Provide job seekers and employers with the information they need to be successful.
 2. Access to Services: To accomplish the vision the SBBC agrees to include in their assessment process consideration of services available through each of the OS Partners including universal or basic career services available to the general public.

As described above the CSBD Career Center provides access to the programs and services of all the required OS Partners. This is accomplished through Crosswalk in accordance with the following steps:

- i. SBBC will request training from CSBD on Crosswalk. Once training is completed, SBBC will request permission to join Crosswalk.
- ii. SBBC will create an organizational profile once permission is granted by CSBD to include services provided.
- iii. SBBC will add users who are able to refer and receive customers electronically via CrossWalk.
- iv. To the extent possible referring SBBC staff shall directly contact the recipient of the referral to facilitate seamless delivery of services and shall inform the

customer regarding what to expect as a result of the referral to assure a “warm handoff.”

- b. A special referral process has been agreed to by the OS Partners for Unemployment Insurance (UI). In accordance with WIOA, UI claimants, must be provided with “meaningful” assistance when filing UI claims. This is critical to the OS Partners as well, as often they are also assisting the unemployed.
 - 1. All CSBD Career Center staff receive training sufficient to familiarize them with the online claims filing system. Staff must be able to explain claimants’ rights and responsibilities so they can understand the UI publications and correspondence.
 - 2. SBBC customers coming in or referred to the one-stop for UI meaningful assistance receive:
 - i. One-stop center on-site assistance from resource room staff trained in filing UI claims.
 - ii. Phone or other technology provided assistance by, as long as the assistance by trained and available staff.
 - iii. Access to a priority phoneline for claimants to speak directly with UI staff with little to no wait.
 - iv. An electronic feedback system which staff can access to refer potential UI eligibility issues to the UI staff for investigation.
 - 3. Other UI assistance beyond filing assistance is provided by state UI staff.
 - 4. SBBC agrees to the following definition of meaningful services. It is the provision of the contact information necessary for onsite and technologically connected partners to consult with customers. It is the delivery of initial assessment simultaneous with the customers’ visit to the CSBD Career Center. It is the scheduling of an appointment for the customer. The referral form also provides for a release so that information can be exchanged among the OS Partners.
- c. Customer referrals shall be made using the electronic referral form in the partner portal Crosswalk.
 - 1. SBBC agrees that appointments will be set within three working days of receiving a referral, and the participant will be contacted two days prior to their appointment to confirm the appointment. Participants shall be informed regarding documents they need to bring to their appointment.

All referrals must include the following information:

Date of Referral
Name of Referring (Partner) Organization
Referring Partner Contact Staff Person

Contact Person Phone and Email
Name of Organization (Partner) Receiving the Referral
Referring Partner Contact Staff Person
Contact Person Phone and Email
Name of Customer being referred
Customer's Address, Phone number, and Email
Reason for the Referral
Confirmation of receipt from the Recipient Agency

2. Feedback and Follow-Up: When a referral is made, customer feedback shall be solicited through a sampling of follow-up calls to be initiated by the OSO to discuss the services provided and next steps.
3. SBBC agrees to case note referrals as appropriate into their respective data management systems and notice of the referral shall be emailed to the case managers' supervisors. Supervisors shall maintain a master list of referrals on a monthly basis. The OSO shall work with the partners to track and report on referrals.
4. Shared information shall adhere to the DEO Confidentiality Policy and also be in accordance with the customer's agreement. Encrypted email shall be used for sensitive information.

XIII. Accessibility

- a. SBBC agrees to conduct their activities in a discrimination free environment that promotes employment opportunities to all jobseekers, in accordance with WIOA Section 188.
- b. All SBBC customers shall have equal access to all partner services provided through the CSBD Career Centers. The OS Partners agree to comply with the Americans with Disability Act of 1990 and its amendments.
- c. Each partner shall follow their organization's Equal Opportunity policies and procedures for reasonable accommodations under the ADA.
- d. Physical Accessibility
 1. The CSBD Comprehensive Career Center is in compliance with the requirements of physical accessibility, including ADA compliance.
 2. Private offices are available to help customers and staff with confidentiality, noise levels, and concentration.
 3. CSBD will revisit the center's accessibility from time to time to assure continuing compliance with all equal opportunity, discrimination and ADA requirements.
 4. All discrimination, equal opportunity and accommodations posters are posted so that that they are visible to customers and staff. Staff are trained to assist customers with their accessibility needs. The South Comprehensive OS center has been updated for physical accessibility. There are designated

handicapped parking spots near the building.

5. The CSBD Comprehensive Career Center is located within walking distance of public transportation and other workforce development and social service offices. The Center is accessible by car, bike, or public transportation.

e. **Programmatic Accessibility:** SBBC is aware that the CSBD Career Center provides a welcoming environment to all customers entering the OS. Accessibility is available to customers and to SBBC.

1. SBBC staff has been trained on how to use the technology in the OS Centers.
2. SBBC staff who need to access the one-stop tools for their customers can visit the one-stop or refer their customers in accordance with the referral mechanism provided for under this MOU. Accessibility is made available by offering the following tools:

i. Signage.

Signage announces accommodations and special assistance available from auxiliary and auditory aids to assistive-technology and program materials in a variety of accessible formats. Customers are able to access these tools even if they do not disclose that they have a barrier.

ii. English Language Learners

Interpretation services are available via Accessible Communication for the Deaf ACD, through phone, video, onsite interpreting, document translations as well as training for bilingual staff and interpreters.

iii. Physical Accommodations

Individuals in wheelchairs or who are small or large in stature can work at a kiosk with adjustable desktops and chairs. A trackball mouse and alternative keyboards are also available to assist customers.

iv. Vision

Low vision software, large screens and screen enlargement software is available. MS Office also provides for an accessible operating system.

v. Hearing Loss

For individuals with mild to moderate hearing loss, staff have access to an assistive listening device to assist customers in one-on-one or group settings. Staff is also familiar with the Florida Relay service as an alternative communication tool for individuals who are deaf, hard-of-hearing, deaf/blind, or with a speech impairment. Staff also have access to UBI DUO devices.

vi. General Disability

As Vocational Rehabilitation has a presence in the one-stop they are immediately available for WIOA and OS Partner referrals.

vii. Accessibility Maintenance

In addition to Vocational Rehabilitation and Services for the Blind, Adult Education, and Literacy are available for consultation to assure accessibility can be maintained at its highest level.

viii. Professional Development

SBBC agrees to share professional development training regarding accessibility, discrimination, quality services and continuous improvement.

- f. By being a party to this MOU, SBBC has reiterated their commitment to adopting policies and procedures in compliance with the Americans with Disabilities Act of 1990 as amended to provide equal access to all customers. The partners further agree to review their organization's policies on a yearly basis to assure policies are up to date.

XIV. Human Resource Management

Commonly developed expectations for customer service will be incorporated into each Partner's performance evaluation system. SBBC agrees to conduct regular performance reviews in accordance with their organization's policies and procedures.

XV. One-Stop Delivery System Performance Criteria

- a. The SBBC agrees that the OS Delivery System will strive to achieve these standards of quality service for its customers, employees, and One-Stop Partners:
1. All customers will receive prompt and courteous service from the staff.
 2. All customers will receive the services designed to assist customers in achieving their educational and/or job placement goals.
 3. All employees can expect to work in a safe and professional environment.
 4. All employees can expect to receive the best tools to achieve the desired outcome for their customers.
 5. All OS Partners will deliver high-quality services.
 6. All partners will participate in the 3-year schedule of one stop certification as required by WIOA.
 7. All partners agree to share aggregate performance information based upon the performance applicable to their program funding streams.
- b. OS Partner performance will be an indication of the strength of each OS Partner's collaboration. The goal is for the partners to understand each other's performance to further integration and to work toward assisting each other to exceed the measures for their program funding streams. The partners agree to review performance quarterly.

XVI. Governance of the One-Stop Delivery System

- a. The ultimate accountability and responsibility for the OS System organizational processes, services, and accomplishments rests with the CSBD, the OSO, and the OS Partners.
- b. The BWDB's and Council's OS Responsibilities:
 - 1. To develop and execute the MOU with the OS Partners.
 - 2. Develop and update the local plan.
 - 3. Select the OSO and terminate the OSO if needed.
 - 4. Conduct oversight of the local OS delivery system and the OSO.
 - 5. Serve as a convenor of the partners.
- c. The OSO Responsibilities:
 - 1. Assure the partners coordinate services and adhere to the agreements in this MOU.
 - 2. Serve as a liaison between CSBD their Title I staff and the OS Partners.
 - 3. Provide or facilitate training to ensure the OS Partner staff are knowledgeable regarding each other's services, accessibility and non-discrimination policies.
 - 4. Ensure that the Career Center staff deliver the services promised to customers.
 - 5. Work with the partners for continuous improvement in coordinating and integrating service delivery that is market-driven.
 - 6. Monitor and report on the effectiveness of the referral processes.
 - 7. Convene biannual One-Stop System partner meetings, composing agendas, recording minutes, and distributing action steps.
 - 8. Be knowledgeable of the performance standards of all One-Stop Partners communicate the measures to all the partners.
 - 9. Assure accessibility to services to individuals with barriers.
 - 10. Assist the CSBD in meeting OS Center certification.
- d. SBBC's responsibilities:
 - 1. Provide access to programs and services through the one-stop delivery system, including appropriate career services.

2. Support development of an integrated and coordinated customer- centered service delivery design.
3. Share infrastructure costs.
4. Co-enroll customers as needed.
5. Share information as agreed to by the partners.
6. Share performance data regarding shared customers.

XVII. Duration, Modification, and Revisions

- a. The parties agree that this MOU replaces the MOU entered into during program year 2019-2021 and will take effect July 1, 2023, or when executed by all the parties whichever date is earlier.
- b. This MOU will remain in effect until June 30, 2026, or until such time as there is a need to modify this MOU occurs because of a change in the law, federal or state policy or a request from one of the partners.
- c. The parties agree to review the MOU annually.
- d. Requests for modification of this MOU shall be made in writing to CSBD which shall communicate the modification request to all the partners. The OSO shall work with CSBD and the partners to come to agreement with respect to any modification. Material modifications will be presented to the BWDB for approval and their decision shall be final. Nonmaterial modifications shall be approved by consensus of the partners.
- e. The terms of the infrastructure costs and operating costs agreed to in Section X will take effect as of July 1, 2023, and will continue in effect until June 30, 2026, with adjustments reviewed at least annually to assure a fair and equitable proration of costs.
- f. Incorporation by Reference. Exhibits 1 (Matrix of One Stop Partners and services provided in Broward County), 2 (SBBC ADDENDUM), and 3 (Infrastructure Funding Agreement) attached hereto and referenced herein are incorporated into this Agreement by reference.

XVIII. Partial Void

Should any part of this MOU be found to be null and void or is otherwise stricken, the balance of this MOU shall remain in full force and effect.

XIX. Termination

- a. Any party to this MOU may rescind its agreement to participate in the agreement by notifying CSBD in writing at least 60 days in advance of its effect.

b. This MOU shall terminate June 30, 2026, and may be renewed and extended upon mutual written agreement of the parties executed with the same or similar formality.

XX. Checklist for Memorandum of Understanding Signatures

	The WIOA required partner:	MOU signed by:	Name of Authorized Representative Signing MOU
	Adult Education and Literacy (AEL) (Title II)	AEL Representatives The School Board of Broward County, Florida	Name: Earlean C. Smiley, Ed.D. Title: Interim Superintendent Date Signed:
	Perkins Career and Technical Education	The School Board of Broward County, Florida	Name: Earlean C. Smiley, Ed.D. Title: Interim Superintendent Date Signed:


EXECUTION PAGES

By signatures below, SBBC and CareerSource Broward attest to participation in the development of this MOU and agrees to abide by its terms and conditions as well as with the terms and conditions of the Infrastructure Funding Agreements (IFA). By signing below, SBBC and CareerSource Broward warrants and represents that the person signing this MOU has the authority to bind the Partner and that its participation in the MOU is not in violation of any By-law, Covenants and/or other restrictions placed upon it.

FOR THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA


(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By 
Lori Alhadeff, Chair

ATTEST:

Date: May 16, 2023


Earlean C. Smiley, Ed.D.
Interim Superintendent

Approved as to Form and Legal Content:

**Maya
Moore**

Digitally signed by Maya Moore
Reason: CareerSource Broward
MOU
Date: 2023.04.21 14:28:30
-04'00'

Office of the General Counsel

FOR CAREERSOURCE BROWARD

ATTEST: S. Mastin

W. Beattie

BY: Tim Ryan

(Signature)

Print Name: The Honorable Tim Ryan

Title: CSBD COUNCIL OF ELECTED
OFFICIALS, CHAIR

Date: 6/30/2023

ATTEST: S. Mastin

W. Beattie

BY: Heiko Dobrikow

(Signature)

Print Name: Heiko Dobrikow

Title: BWDB CHAIR

Date: 6-26-23

ATTEST S. Mastin L.S.

W. Beattie L.S.

CAREERSOURCE BROWARD:

BY: C. Hylton

(Signature)

Printed Name: CAROL HYLTON

Title: PRESIDENT/CEO

Date: 6-22-23

Approved as to form by the CareerSource Broward

General Counsel

2890 West Cypress Creek Road

Ft. Lauderdale, FL 33309

BY: _____

Rochelle J. Daniels, General Counsel

Exhibit 1

Matrix of One Stop Partners and services provided in Broward County

One Stop Partner	Governance	Services Provided
The School Board of Broward County, Florida	WIOA Title II Adult Education and Family Literacy Act DOE	The program is designed to help adults get the basic skills they need including reading, writing and math, English language proficiency to be productive workers. Adult Education and literacy activities include adult education, literacy, workplace adult education, family literacy activities, English language acquisition, workforce preparation and integrated education and training.
Broward College The School Board of Broward County, Florida	Carl D. Perkins Career and Technical Education Act DOE	Provide career-technical education programs and integrate academic and career-technical instruction at both the secondary and postsecondary levels. The program emphasizes high-skill, high-wage, high-demand occupations to enable students to secure employment upon completion of their training.
Division of Vocational Rehabilitation	Rehabilitation Act of 1973 DOE	Federal-state program that helps people who have physical or mental disabilities get or keep a job. Main purpose of the program is to help people with disabilities find and maintain employment or enhance their independence. Services include employment programs, Ticket to Work, Deaf, Hard of Hearing and Deaf/Blind Services, transition youth and independent living programs.

<p>AARP Urban League of Palm Beach County</p>	<p>Older Americans Act Title V DOL</p>	<p>Senior Community Employment Service Program is a community service and work-based job training program for older Americans. The program provides training for low-income, unemployed seniors.</p>
<p>Broward County's Family Success Division</p>	<p>Community Services Block Grant HHS</p>	<p>The program is designed to help low-income individuals and families do a variety of things: secure and retain meaningful employment; attain an adequate education; improve the use of available income, obtain adequate housing and obtain emergency assistance including rental and utility payment assistance.</p>
<p>OIC of South Florida</p>	<p>Second Chance Act DOJ</p>	<p>The program's goal is to reduce recidivism and improve outcomes for people returning from state and federal prisons, local jails, and juvenile facilities.</p>
<p>CareerSource Broward</p>	<p>Adult, Dislocated , Youth Formula Funds WIOA Title 1 DOL</p>	<p>Program helps job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.</p>
<p>CareerSource Broward</p>	<p>Jobs for Veterans DOL</p>	<p>Employment and training services are provided to veterans of the U.S. Armed Forces . Priority of service requirement for covered persons (i.e., veterans and eligible spouses, including widows and widowers) in qualified job training programs.</p>

CareerSource Broward	Trade Adjustment Act DOL	This program assists workers who have been laid off or whose jobs have been threatened (e.g., reduced hours or reduced wages) because of foreign trade or competition. The TAA program provides resources to help trade-affected workers obtain new skills and find suitable employment.
State of Florida	Wagner Peyser, WIOA Title II DOL	Services provided through this national employment program include job search assistance, recruiting assistance for employers and matching services for job seekers and employers.
CareerSource Broward	TANF HHS	Programs helps low-income families with children achieve economic self-sufficiency by providing monthly cash assistance payments.
State of Florida	Unemployment Compensation DOL	Provides temporary financial assistance to unemployed workers who meet the requirements.

EXHIBIT 2
SBBC ADDENDUM

XXI. No Disclosure of SBBC Education Records. SBBC shall not disclose any education records to CSBD pursuant to this Agreement. However, should CSBD come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. CSBD's use or re-disclosure may violate applicable federal and state laws.

XXII. CSBD Safeguarding the Confidentiality of Education Records.

Notwithstanding any provision to the contrary within this Agreement, CSBD shall:

- a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
- b) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 years or older whose education records are to be shared provides prior written consent for their release;
- c) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- d) safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- e) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- f) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- g) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law. This section shall survive the termination of all performance or obligations under this Agreement.

XXIII. Inspection of CSBD's Records by Institution. CSBD shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of CSBD's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and reproduction, during normal working hours, by Institution agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, Institution's agent or authorized representative shall have access to CSBD's Records from the Effective Date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by Institution to CSBD pursuant to this Agreement. Institution's agent or its authorized representative shall provide CSBD with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and reproduction. Institution's agent or its authorized representative shall have access to the CSBD's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. CSBD shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

XXIV. Indemnification. CSBD and SBBC agree to be fully responsible for their own acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

Exhibit 3

Infrastructure Funding Agreement (IFA)

The purpose of this Infrastructure Funding Agreement is to delineate each party's responsibilities for sharing of infrastructure and operating costs for the applicable one-stop center.

1. THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (SBBC) and CSBD recognize that infrastructure costs, in accordance with 20 CFR 678.500(b), 34 CFR 361.500(b) and 34 CFR 463.500(b) are applicable to all required partners, regardless of whether they are physically located in CSBD'S one-stop center. Pursuant to the United States Department of Labor's Training and Employment Guidance Letter No. 17- 16 (USDOL TEGL 17-16), each partner's contributions to the infrastructure costs, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the partner programs' authorizing laws and regulations and the Uniform Guidance.
2. Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the south Broward one-stop center. Non-personnel costs are defined by USDOL TEGL 17-16 and includes, but are not limited to:
 - a. Rental of the facilities;
 - b. Utilities and maintenance;
 - c. Equipment, including assessment- related products and assistive technology for individuals with disabilities; and,
 - d. Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities.
3. SBBC has chosen to utilize technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities (WIOA sec. 121(h)(4), 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)). SBBC will provide all art, logos, and content to submit to CSBD for publication within the time provided by CSBD.
4. Upon the receipt of proper invoice(s) at least thirty (30) days prior to the payment due date as applicable or by the due dates below, SBBC will pay CSBD the total of Six Hundred Forty-six Dollars and 47/100 Cents (\$646.47) in three (3) separate payments of Two Hundred Fifteen Dollars and 49/100 Cents (\$215.49) for the following periods:
 - a. July 1, 2023 through June 30, 2024, payable by October 31, 2023.
 - b. July 1, 2024 through June 30, 2025, payable by October 31, 2024.

- c. July 1, 2025 through June 30, 2026, payable by October 31, 2025.
- 5. SBBC will pay for the costs associated with its participation in the one-stop center as described above, subject to Section XIX, TERMINATION. The Parties may mutually negotiate costs at the time of subsequent written amendments, subject to Section XVII, MODIFICATIONS.
- 6. In the event a consensus is not reached regarding infrastructure costs, this shall be reported to each partner's local governing entity, so that the governing entities can make an additional effort to reach agreement between the Parties. Should this effort fail the Parties will report their inability to reach consensus regarding the infrastructure costs to the Governor, who may invoke the State Funding Mechanism. In such instances, the Parties agree to abide by the Governor's determination.

By the signatures below, SBBC agrees to be responsible for the costs associated with their participation in the one-stop which shall be paid by October 31st of each year until such time as the costs are renegotiated at which time the MOU and or attached IFA will be amended.

FOR THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

ATTEST:

By 
Lori Alhadeff, Chair



Earlean C. Smiley, Ed.D.

Interim Superintendent

Approved as to Form and Legal Content:

**Maya
Moore**

Digitally signed by
Maya Moore
Reason: IFA for
CareerSource Broward
Date: 2023.04.21
14:29:24 -04'00'

Office of the General Counsel

FOR CAREERSOURCE BROWARD

ATTEST: S. Martin
W. Beattie

Tim Ryan

BY: _____
(Signature)

Print Name: The Honorable Tim Ryan

Title: CSBD COUNCIL OF ELECTED OFFICIALS, CHAIR

Date: 6/30/2023

ATTEST: S. Martin
W. Beattie

BY: Heiko Dobrikow
(Signature)

Print Name: Heiko Dobrikow

Title: BWDB CHAIR

Date: 6-26-23

ATTEST S. Martin L.S.
W. Beattie L.S.

CAREERSOURCE BROWARD:
BY: Carol Hylton

(Signature)

Printed Name: CAROL HYLTON

Title: PRESIDENT/CEO

Date: 6-23-23

Approved as to form by the CareerSource Broward

General Counsel

2890 West Cypress Creek Road

Ft. Lauderdale, FL 33309

BY: _____

Rochelle J. Daniels, General Counsel

ELIGIBLE TRAINING PROVIDER

VENDOR CONTRACT

Contract # 2024-2027-ETP-15250

Between

CareerSource Broward

And

THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

Pursuant to the Steven's Amendment
Consolidated Appropriations Act of 2018, Pub. L. No. 115- 141, 132 Stat. 348, div. H, Title V,
Sec. 505 (Mar. 23, 2018)

1. The percentage and dollars of the total costs of the program or project which will be financed with Federal money is determined at the time of individual participant enrollment.

This is a master agreement. No funds are awarded under this contract.

This Agreement entered into on this 7th day of August, 2024 by and between CareerSource Broward, hereinafter referred to as "CSBD", and **THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES**, a political subdivision of the State of Florida, hereinafter referred to as Contractor.

The term of this Agreement shall begin on the date the Agreement is executed by all the parties and shall terminate with the completion of the training of the last participant referred by CSBD to Contractor or June 30, 2027, whichever date comes later so long as Contractor continues to meet federal and state "continuing eligibility" requirements.

RECITALS

Whereas, the CSBD Council of Elected Officials, hereinafter, "Council" and the Broward Workforce Development Board, hereinafter "BWDB" have approved Contractor, as an Eligible Training Provider for the purpose of referring program participants for training under its various formula and discretionary, state and federal workforce grants; and

Whereas, Contractor agrees to provide training to participants referred to Contractor, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

A. STATEMENT OF WORK

1. CSBD's ability to enter into this Contract is dependent upon Contractor's approval to be included on the CSBD Eligible Training Provider List (ETPL) for a one (1) year period of initial eligibility followed by two (2) year periods of subsequent eligibility pursuant to the Workforce Innovation and Opportunity Act of 2014 P.L. 113-128, (WIOA) and the rules promulgated thereunder at 20 CFR 680.450 and 680.460. Should Contractor fail to meet initial or subsequent eligibility this Contract shall be immediately terminated.
2. Contractor agrees to provide the course(s) of training as specified in the approved program descriptions, submitted to CSBD for approval by its governing boards. Contractor shall notify CSBD of any changes in the approved program descriptions prior to the enrollment of any individual referred by CSBD.
3. Contractor shall provide their approved course(s) of training at its licensed facility, on-line or at an externship or clinical site based upon the approval granted by the BWDB at the time of submission of their application to be placed on the CSBD Eligible Training Provider List (ETPL).
4. Contractor's approval as an ETP does not obligate CSBD to refer participants. However, Contractor may refer individuals to CSBD for a determination of their eligibility to receive financial assistance and an Individual Training Account (ITA) Voucher from CSBD. CSBD must offer participants "customer choice" and therefore does not guarantee that a student referred to CSBD by Contractor, will ultimately decide to enroll in Contractor's institution.
5. Contractor agrees to enroll participants as students and to provide the training as specified on the Training Voucher, as described below. Training Vouchers must be presented to the campus Cashier or Registrar's office by a referred CSBD participant/student in order for CSBD to reimburse or pay for the participants' tuition as described below.

- a. Course authorization shall only be transmitted via an original signed CSBD Training Voucher, or a Training Voucher transmitted electronically via DocuSign or similar verifiable signature software program delivered to Contractor in accordance with a process agreed to by the parties. Contractor shall not accept Training Vouchers via verbal approval such oral vouchers will not be honored by CSBD. CSBD will not reimburse Contractor for courses not on the official CSBD signed Training Voucher.
- b. Contractor agrees not to enroll a referred participant into courses not listed on the Training Voucher. CSBD will not be responsible for reimbursement of the tuition or associated fees for unauthorized courses. Contractor shall not require any participant/student to sign a tuition Contract between the student and Contractor for unauthorized courses.
- c. Training shall be in the occupational area identified on the Training Voucher for the specified weeks of instruction, and/or hours per course as outlined in Contractor's current academic year Course Catalogs and approved for the student at the time of their enrollment.

6. Participant Training Vouchers and Individual Training Accounts

- a. An individual training account (ITA) refers to the scholarship amount available to pay for a participant / student's tuition or course(s).
- b. Training Voucher refers to the instrument used by CSBD to identify the courses of study and the amount of ITA funds allocated to an individual participant for the courses and time frames described on the voucher.
 - i. Vouchers may be issued for less than the full amount of tuition or the cost of the course of study.
 - ii. Vouchers may be issued each semester if Contractor offers training on a semester basis or in increments applicable to the schedule of courses offered by Contractor.
 - iii. Participant/Students are issued a Training Voucher each semester or at the completion of a course of training prior to registration for the new semester or course. In order to receive a new Voucher CSBD must receive a copy of the participant/student's transcript or an acceptable form of progress report. Contractor or CSBD may obtain a FERPA to be able to share student information.
 - iv. Each Training Voucher will list the course selections and other items allowable for that participant/student.
- c. Neither Contractor nor referred participant/students shall have any property rights which attach to an ITA.
- d. The parties agree that Training vouchers are not transferable, cannot be sold and have no intrinsic value.
- e. From time-to-time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from CSBD. If a transfer is authorized by Contractor prior to receiving written approval

from CSBD, CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.

- f. Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old as they will be considered expired and CSBD shall not be obligated to reimburse for those Training Vouchers.
7. Contractor agrees to provide CSBD with the grade level at which the course material and textbooks for the individual courses of study are normed so that CSBD can properly determine a participant's qualifications to be successful in the course of study offered by Contractor.
 8. Participant/students literacy and numeracy skills may be assessed by CSBD and a prospective participant/student who is not within one grade level of the course materials may be determined as ineligible for the course of training to be provided by Contractor.
 9. Combining Pell Grants and Other Financial Aid with CSBD Financial Assistance
 - a. Contractor's Financial Aid Office shall assist CSBD participant/students in determining their eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance or other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
 - b. CSBD will obtain a FERPA release from its participant/students so that Contractor can share PELL award and other information.
 - c. CSBD will issue an initial training voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to CSBD by Contractor.
 - d. Contractor agrees that they will not collect more than the advertised tuition for each participant/student enrolled. Contractor shall follow federal rules applicable to a determination of the order in which federal financial assistance shall be applied. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the Participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of WIOA funds.
 - e. Contractor agrees to immediately inform CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility
 - f. Contractor will not defer or delay payments of PELL or other financial assistance to students.

10. PERFORMANCE

- a. The approval of Training Vouchers for a course of study is subject to performance by Contractor. Following CSBD governing boards' approval to add a course of study to the ITA list, Contractor shall be limited to ten (10) CSBD student/participants for each course of study from the date that the contract is signed until such time as the seventy percent (70%) training-related placement rate can be documented, through Florida Education and Training Placement Information Program (FETPIP).

- b. A minimum of seventy percent (70%) of the students enrolled who complete training must be placed in a training related jobs within ninety (90) days or such other period as may be determined by the CSBD governing boards following their completion of training. Training related shall be determined in accordance with the State of Florida definition.
- c. Failure to meet performance shall result in the suspension or termination of referrals and award of an ITA for of the course of training or program. Referrals shall continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time Contractor may reapply for approval of the course or study of program.

B. COMPENSATION

1. Tuition or course fees shall be based on the tuition or course fee advertised to the general public.
2. The CSBD Training Voucher may cover enrollment, tuition, book and lab fees, registration and such other fees, as applicable, minus any scholarships or other financial aid the participant/student receives.
3. CSBD cannot reimburse tuition or course fees in excess of the CSBCF ITA cap or the actual cost of tuition or the course of training whichever is less
4. Contractor agrees to accept the CSBD Training Voucher for purposes of allowing participant/students to register and enroll in lieu of a cash, electronic payment or check prior to the start of classes. Contractor shall submit invoices to CSBD for each Training Voucher submitted and accepted by Contractor.
5. Contractor shall date stamp Training Vouchers when they are received. In order to be paid, Contractor shall submit an invoice to CSBD within forty-five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, including change fees, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty-five (45) days of receipt of the Training Voucher shall be voided and CSBD will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for CSBD to reimburse for the Training Voucher.
6. Tuition and fees billed to CSBD must be calculated minus any scholarships or other financial aid available and awarded to the participants/student.
7. Upon final payment to Contractor of amounts due at the end of each program year under this Contract, less any credits, refunds, or rebates due to CSBD, Contractor hereby releases and discharges CSBD from any financial claims arising from this Contract for that program year. To be entitled to payment, invoices must be received from Contractor within forty-five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited and CSBD will not honor any requests submitted after the aforesaid time period.
8. Contractor's prices may change from the time of their approval for inclusion on the ITA List. Course tuition charges set by the Florida Legislature and signed into law shall be effective in accordance with the timeframes set by the statute and upon approval of the

Contractor Board of Trustees. Contractor agrees to maintain the price proposed for certificate courses at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. Adjustments to tuition or price schedules for private proprietary institutions must be submitted in May of each year to be effective July 1 through June 30 of the following program year period. Reimbursements for tuition and fee schedule adjustments will be limited to the cap set for ITA scholarships by the CSBD governing boards.

9. Public institutions shall be reimbursed on a semester basis and in accordance with their change/drop schedules.
10. Private not-for-profit or private for-profit institutions, shall be reimbursed monthly by dividing the tuition or costs / total # months needed to obtain the credential or certificate up to the amount of the ITA awarded the participant. CSBD shall not be responsible for reimbursement of tuition for any month in which participant(s) is not in attendance for a minimum of ten (10) class days.
 - a. For withdrawals after the first ten (10) class days of the month, CSBD shall be responsible for the monthly payment through that month only; after which, CSBD shall not be responsible for any unpaid portion of the tuition applicable to the individual who has dropped out or withdrawn.
 - b. Contractor shall return all refunds or credits to CSBD within forty-five (45) business days of receipt or credit respectively, with sufficient information to identify the cause of that refund or credit.
 - c. Contractor agrees to provide CSBD with student attendance data with each invoice submitted for payment.

C. THE CONTRACT DOCUMENTS

1. The following documents are incorporated by reference into this Contract as if fully set forth herein:
 - a. Contractor's approved application to CSBD to be included on the ETPL and each course/program application approved by the CSBD governing boards.
 - b. The Contractor Catalog which is on file with Contractor and a copy of which has been provided to CSBD or which is posted on Contractor's website at the time approval of Contractor's courses/programs by the CSBD
 - c. The original signed Training Voucher(s)
 - d. CareerSource Florida Administrative Policy 90

<https://www.floridajobs.org/local-workforce-development-board-resources/policy-and-guidance/guidance-papers>
 - e. Certification regarding Debarment and Suspension
 - f. Drug Free Workplace Form

- g. Lobbying Disclosure
 - h. Lobbying Certification
 - i. Assurances and Certifications
 - j. The State of Florida Data Sharing Contract (Non-Disclosure and Confidentiality Contract)
 - k. Certification Regarding Environmental Tobacco Smoke
 - l. A Copy of the licenses/approvals from the Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the CSBD governing Boards designated as necessary to meet licensing and accreditation criteria in order for Contractor to be included on the CSBD ETPL
 - m. Accreditation Information
2. Any conflicts between the contract documents shall be resolved in this order:
- a. The Contract Provisions.
 - b. The Training Voucher.
 - c. The Contractor Catalog submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.
3. This Contract shall not be considered fully executed and participants shall not be referred until all the documents necessary to complete the Contract file are provided, including but not limited to resolutions, if required, identifying the signor, or completed Execution pages with the proper signors, the correct legal name of the entity, and signed attachments as applicable.

D. TERMINATION, SUSPENSION AND FAILURE TO PERFORM

1. Either party may terminate this Contract for convenience upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Contract or such shorter period as may be mutually agreed to by the parties. In such event, Contractor shall be entitled to receive payments for tuition or fees in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. CSBD shall not be liable for any tuition, fees, or costs after the effective date of termination.
2. CSBD may immediately terminate this Contract in the event of the de-obligation or cancellation of the grants providing the funding to support the activities under this Contract.
3. CSBD may terminate this Contract or remove a course of study from the list of approved courses for the award of an ITA, as applicable, at any time that the CSBD Chief Executive Officer determines that any of the following has occurred:

- a. Contractor has failed to provide the program of study approved for funding by the CSBD governing boards.
- b. Contractor has failed to comply with PELL requirements as described in this Contract or Contractor loses its eligibility to receive PELL grants for its students or for a program of study approved for training by CSBD.
- c. Contractor changes the licensed location of its school as authorized by the Florida Department of Education.
- d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education.
- e. Contractor is charging CSBD participant/students a tuition of fee different from that offered to the general public for the same course of study.
- f. Contractor's status as an ETP has been suspended or terminated by the Florida Department of Economic Opportunity or the REACH Office.
- g. Contractor has reported inaccurate performance or demographic information to the state.
- h. Contractor has violated CareerSource Florida Policy 90 which may be accessed at:

https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9

or as may be amended by the REACH Office.
- i. Engaged in fraud, criminal acts, incapacity, unfitness, neglect, incompetence, irresponsibility, offered unlawful remuneration to attract participants, misfeasance, malfeasance, nonfeasance or lack of performance.
- j. Contractor has failed to take corrective action:
 - i. Regarding a student Complaint. In the event of a student/participant complaint if it relates to Contractor, Contractor shall address the complaint in accordance with its internal processes.
 - ii. Regarding a monitoring or audit finding related to fiscal issues and after notification contractor has not complied with an agreed to corrective action plan.
- k. Contractor's school and/or course of study have had its accreditation suspended or lost its accreditation.
- l. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ETPL.
- m. Contractor has not met the required performance as described herein.
- n. There have been no enrollments into Contractor's courses of study for any twelve (12) month period.

- o. Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.
4. Termination for any of the reasons cited in paragraph 3 immediately above may result in suspension of the course or Contractor from being included on the EPTL for a period of two (2) years after which Contractor may reapply for initial eligibility in accordance with 20 CFR 680.450 - 460.
5. If Contractor's eligibility to serve as an ETP is terminated or referrals to a course of study or program is suspended or terminated, CSBD shall not be obligated to reimburse Contractor for Training Vouchers issued following notice of termination of eligibility or suspension as applicable.
6. Suspension.
 - a. CSBD may suspend this Contract or referrals into a course of study/program for any of the reasons listed in paragraph 3 above.
 - b. CSBD may suspend referrals to a course of study if Contractor delays the start date of training by more than five (5) business days.
 - c. CSBD may suspend referrals to a course of study if it is not offered to the general public.
 - d. CSBD may suspend referrals to a course of study if the training program is for an occupation no longer considered to be in demand because it ceases to be on the State of Florida Targeted Occupations in Demand List for the local Region,
 - e. CSBD may suspend referrals to a program if the program of study is materially changed from the description provided in Contractor's application because additional hours have been added or there is an increase in tuition.
 - f. CSBD may suspend referrals to a program if CSBD deems the course of study or school to be detrimental to its participant/students.
7. Notices of termination or suspension shall be in writing in accordance with the Notice section under this Contract.

E. GENERAL REQUIREMENTS

1. Reports

- a. Contractor agrees to file course completion and placement information for CSBD students with the Florida Education and Training Placement Information Program (FETPIP) Office of the State of Florida and to provide CSBD with copies of the FETPIP report annually or upon request.
- b. Contractor shall provide CSBD with tuition or program cost information provided to the general public.

- c. Contractor agrees to provide CSBD with such additional information as may be required by the State of Florida including but not limited to
 - i. The names of the program participants who are in unsubsidized employment during the second quarter after exit from the program.
 - ii. The names of the program participants who are in unsubsidized employment during the fourth quarter after exit from the program
 - iii. The hourly wage of each of the program participants who are in unsubsidized employment during the second quarter after completing their course of study and exiting from the program;
 - iv. Evidence of participant/students' progress in their course of study in order for the participant/student to be issued a Training Voucher or for purposes of reporting performance to the State of Florida in accordance with a schedule to be provided by CSBD
- d. Contractor shall immediately notify CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.

2. Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training

- a. Contractor shall notify CSBD within five (5) business days of a participant's formal withdrawal, or absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
- b. Contractor agrees to notify CSBD when a participant successfully completes the training program into which they are enrolled and shall provide a copy or evidence of a participant/student's license, certificate, credential, diploma or degree, when obtained by CSBD participants, even if the participant/student has an outstanding balance with the Contractor. CSBD shall provide a FERPA or applicable release to be able to receive the information if required.

3. Maintenance of Records, Access and Monitoring

- a. Contractor shall keep copies of all records, accounts, and documents pertaining to this Contract or any Amendment hereto, including student information, for five (5) years following the expiration of this Contract.
- b. In the event of an audit or monitoring finding, claim, litigation, or other action involving this Contract or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- c. Contractor agrees to allow authorized representatives of CSBD, the Florida Department of Economic Opportunity, the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor, (US DOL), or Health and Human Services (HHS) to monitor classes in which participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and review payments made

under this Contract. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws").

- d. Contractor agrees to accept the properly executed FERPA form which designates with specificity the information the student wants disclosed to CSBD signed by students whose tuition is in whole or in part paid for by CSBD.

4. Notice

- a. All notices or communications required to be given by this Contract from one party to the other must be (i) given in writing, or transmitted by facsimile, and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, to the mailing address of each party as follows:

FOR CSBD:

To: CSBD President/CEO
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309
Fax: (954) 337-3255

FOR CONTRACTOR:

To: Florida Atlantic University President
777 Glades Road
Boca Raton, FL 33431
Fax: (561) 297-2777

- b. Notices shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed, provided that the sender has received a confirmation of such fax. A party may, for purposes of this Contract, change his, her or its address, fax number, or the person to whom a notice should be transmitted, by giving notice of such change to the other party pursuant to the above.

5. Force Majeure

- a. "Force Majeure" shall mean an event beyond the control of Contractor or CSBD, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
 - i. An act of God, such as, but not limited to, hurricanes, earthquakes, drought, tidal waves and floods;
 - ii. Explosions and fire;
 - iii. War, hostilities, whether war be declared or not, invasion, act of foreign enemies, mobilization, requisition, or embargo;
 - iv. Strike, go slows, lock outs or disorder; and

v. acts or threats of terrorism.

vi. In the event of a Force Majeure

- b. Neither the Contractor nor CSBD shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the Effective Date.
- c. The "Affected Party," prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
- d. If Contractor is unable to hold classes or to register and enroll students, CSBD may direct the students to other schools or may advise them to wait until Contractor is operational depending upon what will best suit the needs of the student/participant.
- e. If participants have already submitted their Training Vouchers but have not yet attended class or are within the drop/add period Contractor shall return the fees and/or tuition paid within thirty (30) days of receipt of payment.
- f. If participants have attended class and are beyond the drop/add period Contractor and CSBD shall meet to determine the best course of action for the participant/students. This may include a pro rata partial refund of payments made on behalf of the participant/students.

6. Compliance with Applicable Laws and Regulations

- a. Contractor agrees to adhere to Workforce Innovation and Opportunity Act of 2014 P.L.113 -128 as it may be amended and applies to activities under this Contract.
- b. Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-Contracts.
- c. Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD.
- d. When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as described in Attachment 3. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required; it may be obtained from CSBD. All disclosure forms required by the Certification Regarding Lobbying form must be completed and returned to CSBD.
- e. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, Contractor certifies it is not presently nor previously within a three (3) year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor will provide assurances of compliance as

certified in the Contract Attachment titled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.

- f. When applicable, the Contractor shall disclose all related party transactions.
- g. Contractor shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Contractor pertaining to any program funded by this agreement or amendment hereto, available to CSBD, the Comptroller, General of the United States, the federal government and / or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews, investigation, survey or examination, even though, the Contractor may at the time of the request no longer be operating programs for CSBD or be a Contractor of CSBD.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-202-3830, PUBLICRECORDS@CAREERSOURCEBROWARD.COM, 2890 W. CYPRESS CREEK ROAD, FORT LAUDERDALE, FL 33309.

- h. To the extent applicable Contractor shall comply with 2 CFR§ 200.216 Prohibition on Certain Telecommunications and video surveillance services or equipment.
- i. To the extent applicable Contractor shall comply with 2 CFR§ 200.300 Statutory and National Policy requirements.
- j. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.322 Domestic preferences for procurement.
- k. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.323 Procurement of recovered materials.

7. Indemnification

As Contractor is a state agency, as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

8. Governing Law and Venue

- a. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal issues arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts in Broward County, Florida the venue situs.
- b. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.
- c. **Contractor Obligation to Adhere to Public Entity Crimes Policy.** Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD competitive procurement activities

Contractor represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity crime) and that it has not been formally charged with committing an act defined as a (public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

- d. **Compliance with E-Verify.** Contractor agrees to comply with Florida Statutes 448.095 and shall:
 - i. Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,
 - ii. Not employ, contract with, or subcontract with an unauthorized alien
 - iii. Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.
- e. **Compliance with Equal Employment and Discrimination Laws.** Contractor agrees to adhere to the following equal employment laws as applicable to Contractor:
 - i. Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
 - ii. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)

- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended
- iv. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended,
- v. Applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)
- vi. WIOA Non-Discrimination Requirements 29 CFR part 37 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.

9. Amendments

- a. This constitutes the entire Contract between the parties. Any modification or addition hereto shall not become binding on either party until accepted by both parties, reduced to writing and attached hereto as an Amendment to this Contract.
- b. The parties further agree that this Contract may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.

10. Assignment. Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Contract without prior written approval of CSBD.

11. Prior Contracts. This document incorporates and includes, all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, Contracts, understandings concerning the subject matter of this Contract, that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and CSBD.

12. Independent Contractor. The parties understand and agree that they are independent contractors and no provisions of this Contract shall be construed as creating an agency or employment relationship between the parties and their employees, agents, subcontractors or assigns.

13. Headings. The headings of the sections of this Contract are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

14. Term

a. This Contract shall begin on the date it is executed by all the parties and shall terminate on June 30, 2027 unless:

- i. Contractor's status as an initial ETP is terminated in the year following their approval as an ETP in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity; or

- ii. Contractor's status for subsequent eligibility as an ETP is terminated or expires in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity;
 - iii. Contractor fails to reapply for subsequent ETP status three (3) months prior to June 30, of the program year in which their eligibility status must be redetermined, in which case there will be no referrals to Contractor until their "continuing eligibility" as an ETP has been approved by the Florida Department of Economic Opportunity or REACH Office.
- b. CSBD reserves the right to continue participants referred by CSBD to Contractor until their training is complete or to transfer the participants and be relieved of its obligation to Contractor for payments beyond the termination date if this Contract is terminated because: Contractor has lost their eligibility status as an ETP for any reason.

15. Execution

This Contract and any attachment, exhibit or amendment, ("the Documents") related to this Agreement required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. The Parties agree that any Electronic Signature shall be valid and binding on each of the Parties to the same extent as a manual, original signature, and enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any of the Documents may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Document.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES signing by and through its (Title of Signatory) _____ on the 6th day of August, 2024 and CareerSource Broward Florida signing by and through its President/CEO, following Board Action on May 23, 2024.

AS TO THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES:

ATTEST
~~ZOTTAN MILLS~~ [Signature] L.S.
Vidya Raghoo L.S.

BY: Melodi Ramtallie
(Signature)
Print Name: Melodi Ramtallie
TITLE: Associate Director of Procurement
DATE: 8/6/24

AS TO CAREERSOURCE BROWARD:

ATTEST
Amber Williams L.S.
Moya Brathwaite L.S.

BY: Carol Hylton
(Signature)
Print Name: Carol Hylton
TITLE: President/CEO
DATE: 08/07/2024

Approved as to form by the CareerSource Broward
Rochelle J. Daniels
General Counsel
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309

BY: [Signature]
Rochelle J. Daniels
General Counsel

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Melodi Ramtallie

Signature

8/6/24

Date

Melodi Ramtallie Associate Director of Procurement
Print Name and Title of Authorized Representative

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Melodi Ramtallie

8/6/24

Signature

Date

Melodi Ramtallie

Print Name

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants. and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name. if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
- (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier
Sub awards

1. Type of Federal Action

2. Status of Federal Action:

3. Report Type: Contract Grant Cooperative Agreement Loan
Loan Guarantee Loan Insurance Bid/Offer/Application Initial Award
Post award
Initial Filing Material Change: Year _____ Qtr _____ Date of last report

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹. Type of Federal Action: _____ 2. Status of Federal Action: _____ 3. Report Type: _____

- | | | |
|--------------------------|--------------------------|---------------------------|
| a. contract | a. bid/offer/application | a. initial filing |
| b. grant | b. initial award | b. material change |
| c. cooperative agreement | c. post-award | For Material Change Only |
| d. loan | | year _____ quarter _____ |
| e. loan guarantee | | date of last report _____ |
| f. loan insurance | | |

4. Name and Address of Reporting Entity: _____ Prime _____ 5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier _____ if known: Address of Prime:

Congressional District, if known: Congressional District, if known:

6. Federal Department/ Agency: 7. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known: 9. Award Amount, if known:

10. a. Name and Address of Lobbying Entity

b. Individuals Performing Services
(including address if different from
No. 10a.)

(If individual, last name, first name, MI)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A,
if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):
_____ actual _____ planned _____

12. Form of Payment (check all that apply):

- a. cash
- b. In-kind, specify: nature _____
value _____

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including
officer(s), employee(s), or
Member(s) contacted, for Payment Indicated in item 11.

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per
response, including time for reviewing instructions, searching existing data sources, gathering and
maintaining the data needed, and completing and reviewing the collection of information. Send
comments regarding the burden estimate or any other aspect of this collection of information,
including suggestions for reducing this burden, to the Office of Management and Budget,
Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of
lobbying activities is a material representation of fact upon which reliance was placed by
the tier above when this transaction was made or entered into. This disclosure is required
pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually
and will be available for public inspection. Any person who fails to file the required
disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than
\$100,000 for each such failure.²

Signature Belinda Miller
Print Name Belinda Miller
Title Assistant Director
Telephone Number 561.297.0637 Date 8/6/2024

² Approved by OMB 0348-0046

ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified

**CERTIFICATION REGARDING LOBBYING
 CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
 AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the Congress, an Officer of 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.
- (3) 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 agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES	ETP
Grantee/Contractor/Organization	Program/Title
<i>Melodi Ramtallie</i> Melodi Ramtallie	8/6/24
Name of Certifying Official Print Name and Sign	Date

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

by identified by the DOL as of September 30, 2020 at:
<https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>.

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do no come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any

institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

I. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (www.fvvs.Rov/offices/).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities: and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term: or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension

b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminated if Contractor

- 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or

2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse

must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7

cc. Copeland 'Anti-Kickback' ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of 'funding agreement' under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that 'funding agreement,' the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. '1 352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) 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; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

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

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource Broward and Contractor.

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of the Department for Economic Opportunity (hereinafter, DEO) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Investment Act (WIA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Contractor, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Contractor is aware that there is a DEO Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.

C. Contractor, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Contractor must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Contractor's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Agreement to CareerSource Broward.

D. Contractor shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Contractor will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Contractor will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit D. These forms shall be submitted to CareerSource Broward. Contractor shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer in need of system access so that

CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

F. Contractor agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Contractor, subcontractors and their employees may obtain access to information that is otherwise confidential; however, that access does not alter the confidential nature of the information. It is incumbent upon Contractor, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the DEO Intranet.

V. Indemnity:

Contractor is an independent contractor and shall carry out, exercise and execute its duties under this Agreement as an independent contractor. In discharging said duties and responsibilities, Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. Contractor agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

This Agreement may be terminated upon failure of either party to abide by the terms of the Agreement or for the convenience of the parties, within thirty (30) days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of Agreement:

This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Contractor

Name of Contractor:

THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

Name of President or Officer: Melodi Ramtallie

(Signature) Melodi Ramtallie

(Title) Associate Director of Procurement

(Date) 8/6/24

ACCEPTED BY CareerSource Broward:

Name of President/CEO: CAROL HYLTON

(Signature) Carol Hylton

(Title) President/CEO

(Date) 08/06/2024

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

Melodi Ramtallie 8/6/24

Signature and Date

Melodi Ramtallie

Printed Name


Associate Director of Procurement

Title

THE FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

Organization

SIGNATURE CERTIFICATE

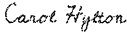


REFERENCE NUMBER
A8631040-EDDE-4961-83F4-F39994A75376

TRANSACTION DETAILS	DOCUMENT DETAILS
<p>Reference Number A8631040-EDDE-4961-83F4-F39994A75376</p> <p>Transaction Type Signature Request</p> <p>Sent At 08/07/2024 09:36 EDT</p> <p>Executed At 08/08/2024 10:57 EDT</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum 8dfdf5ec7d60892653c80ac4f134966a075e235b411bb728e8a9f2598003efcfe</p> <p>Signer Sequencing Enabled</p> <p>Document Passcode Disabled</p>	<p>Document Name PE-2024 FAU-Eligible Training Provider Contract No 2024-2027-ETP-15250-FAU signed</p> <p>Filename PE-2024_FAU-Eligible_Training_Provider_Contract_No_2024-2027-ETP-15250-FAU_signed.pdf</p> <p>Pages 38 pages</p> <p>Content Type application/pdf</p> <p>File Size 4.49 MB</p> <p>Original Checksum 416eeb619d22d55f1fd897abb6108f3f6219074647d1d8644b4a75ce431adae1</p>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Moya Brathwaite</p> <p>Email mbrathwaite@careersourcebroward.com</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 78bab7a8d09534e0fb41684c8a98f35f4c758dd3235f18ee7d7ee9489f195cc9</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Moya Brathwaite</i></p> <p>Signature Reference ID D5763674</p>	<p>Viewed At 08/08/2024 10:57 EDT</p> <p>Identity Authenticated At 08/08/2024 10:57 EDT</p> <p>Signed At 08/08/2024 10:57 EDT</p>
<p>Name Amber Williams</p> <p>Email amwilliams@careersourcebroward.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum abf06218d28b946f683280135850e390cf0785bdefa3fd9edcdc97267a7d3a6d</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Amber Williams</i></p> <p>Signature Reference ID 13B016CC</p>	<p>Viewed At 08/08/2024 09:47 EDT</p> <p>Identity Authenticated At 08/08/2024 09:48 EDT</p> <p>Signed At 08/08/2024 09:48 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
Name Carol Hylton	Status signed	Viewed At 08/07/2024 12:41 EDT
Email chylton@careersourcebroward.com	Multi-factor Digital Fingerprint Checksum cf86aa518fdabe17f8a70ca60bc66c07d351913ca534470631ccd0bbe9cdf693	Identity Authenticated At 08/07/2024 12:41 EDT
Signer Sequence 0	IP Address 67.23.70.69	Signed At 08/07/2024 12:41 EDT
Components 4	Device Chrome via Windows	
	Typed Signature 	
	Signature Reference ID DB6C41D6	

AUDITS

TIMESTAMP	AUDIT
08/07/2024 09:36 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'PE-2024_FAU-Eligible_Training_Provider_Contract_No_2024-2027-ETP-15250-FAU_signed.pdf' on Chrome via Windows from 67.23.70.69.
08/07/2024 09:36 EDT	Carol Hylton (chylton@careersourcebroward.com) was emailed a link to sign.
08/07/2024 12:41 EDT	Carol Hylton (chylton@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
08/07/2024 12:41 EDT	Carol Hylton (chylton@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
08/07/2024 12:41 EDT	Carol Hylton (chylton@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.
08/07/2024 12:41 EDT	Amber Williams (amwilliams@careersourcebroward.com) was emailed a link to sign.
08/08/2024 09:47 EDT	Amber Williams (amwilliams@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
08/08/2024 09:48 EDT	Amber Williams (amwilliams@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
08/08/2024 09:48 EDT	Amber Williams (amwilliams@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.
08/08/2024 09:48 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) was emailed a link to sign.
08/08/2024 10:57 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
08/08/2024 10:57 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
08/08/2024 10:57 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

MEMORANDUM OF UNDERSTANDING

between

CAREERSOURCE BROWARD

and

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

July 1, 2023 to June 30, 2026

This Memorandum of Understanding is entered into by and between CareerSource Broward ("CSBD"), on behalf of the Broward Workforce Development Board, Inc., ("BWDB") and on behalf of the CareerSource Council of Elected Officials ("CSBD Council"), as their administrative entity, and The District Board of Trustees of Broward College, Florida ("Broward College") under the Workforce Innovation and Opportunity Act ("WIOA") Pub. L. 113 – 128, 29 U.S.C. 3101.

RECITALS

WHEREAS WIOA Section 121(c)(1) requires that the BWDB, in concert with the CSBD Council, enter into a Memorandum of Understanding ("MOU") consistent with WIOA Section 121(c)(2) with Broward College; and

WHEREAS, the MOU must describe how Broward College will coordinate to operate the One-Stop Delivery System ("OS Delivery System") in the Broward Workforce Development Area under WIOA; and

WHEREAS, the MOU must describe how Broward College will support the infrastructure and operating costs of the OS Delivery System in the Broward Workforce Development Area; and

WHEREAS, the MOU must be the product of discussion and agreement between the BWDB and the CSBD Council, as represented by CSBD, and Broward College, in accordance with 20 CFR 678.500 (a); and

WHEREAS, CSBD representing the BWDB and the CSBD Council has met with and worked with Broward College and the One-Stop Operator ("OSO") to develop the terms of this MOU;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

I. Purpose

- a. The purpose of this MOU is to describe how Broward College will coordinate its funding streams, resources, and personnel to serve their mutual customers through the comprehensive One-Stop Career Center ("OS Center") located at



7550 Davie Road Extension, Hollywood, FL 33024 and its affiliate centers located at 2610 Oakland Park Blvd., Oakland Park, FL 33311 and 4941 Coconut Creek Pkwy, Coconut Creek, FL 33063.

- b. The description shall include:
 - 1. The services to be provided through the OS Delivery System.
 - 2. The manner in which services will be coordinated and delivered among Broward College through the OS Delivery System.
 - 3. The manner in which the costs of maintaining and delivering services through the OS Delivery System will be shared as expressed in an Infrastructure Funding Agreement ("IFA") agreed to by all the parties.
 - 4. The methods of referral between the One Stop centers and Broward College to ensure the most effective and highest quality services for their mutual customers.

II. Name and Location of the Comprehensive One-Stop Center

The BWDB and the CSBD have established one comprehensive OS Center to serve job-seekers and employers in the Broward Workforce Development Area which is the South Center located at: 7550 Davie Road Extension, Hollywood, FL 33024.

III. The Parties to the MOU

This MOU is the result of a collaborative agreement between the CSBD Council and Broward College.

- a. The One-Stop Legislative Partners (One Stop Partners)

One-Stop Legislative Partner	Represented By
WIOA Title I Adult, Dislocated Worker and Youth Programs	The CSBD Council and the BWDB
WIOA Title III Wagner-Peyser Employment Service	The State of Florida Department of Economic Opportunity
Carl Perkins Act	The District Board of Trustees of Broward College, Florida
Veterans Employment and Training	The State of Florida Department of Economic Opportunity
Trade Adjustment Assistance Act	The State of Florida Department of Economic Opportunity
Unemployment Insurance	The State of Florida Department of Economic Opportunity



Temporary Assistance for Needy Families/WTP	The State of Florida Department of Economic Opportunity
Supplemental Nutrition Assistance Program (SNAP)	The State of Florida Department of Economic Opportunity

- b. The One Stop partners not participating in this MOU are the Migrant and Seasonal Farm Workers Program, Youth Build, the Native American Programs, and Housing and Urban Development Employment and Training. These agencies are not currently providing employment and training services in the Broward Workforce Development Area.

IV. The One Stop Partners Vision and Goals

On September 14, 2022, CSBD and the One Stop Partners met with the OSO selected by the BWDB and the CSBD Council to develop a vision and common goals for the OS Delivery System. Providers were given several weeks to edit/modify the goals as needed and provide feedback to the OSO. The vision and goals form the foundation of this MOU as follows:

a. The OS Partner Vision

The strategic vision for WIOA implementation is to enhance alignment of workforce, education and economic development systems through improved service integration that provides businesses with skilled, productive, and competitive talent and Broward County residents with employment, education, and training that reduce welfare dependence and increase opportunities for economic self-sufficiency, high skill and high wage careers, and lifelong learning.

b. The OS Partner Goals

To achieve the shared vision, the One Stop Partners have developed and agreed to the goals listed below.

1. Promote accountable, transparent, and data driven workforce investment through performance measures, monitoring and evaluation that informs strategies, drives operational excellence and empowers an effective and efficient workforce delivery system.
2. Bring together citizens, employers, and educational providers to develop programs to support high-quality education, training, and employment services to meet regional workforce needs.
3. Encourage employers by engaging and identifying their needs and educating and connecting them to the workforce system to produce innovative workforce solutions.
4. To align Broward County community services to maximize employment and work opportunities for targeted populations comprised of veterans, youth, individuals with disabilities, older workers and returning citizens.



c. Goal Implementation

To implement these goals, the One Stop partners, including Broward College, in cooperation with the OSO, are committed to:

1. Meeting twice a year to discuss continuous improvement of the OS Delivery System.
2. Reviewing the MOU annually and during the last meeting of each program year for the purpose of modifications which shall be made by consensus.
3. Maintaining minutes of the meetings to ensure follow up. Minutes shall be the responsibility of the OSO.

V. OS Partner and OS Center Values

- a. The WIOA Title I staff and One Stop partners situated at the Comprehensive OS Center and other One Stop partners connected through technology share a common belief that:
 1. Infusing a sense of achievement in their job-seekers through skills attainment and employment results in a workforce ready to meet the future.
 2. Employers will invest in the local workforce area when a skilled workforce is available to them.
- b. This is accomplished through:
 1. Providing customers with easy access to integrated basic career services, individualized career services, training services, placement and follow-up
 2. The welcome process in the OS Center as well as the welcome process for each technologically connected OS Partner location
 3. The intake process which includes a referral and follow up process that ensures each customer will receive career services appropriate to their needs
 4. The initial skills assessment
 5. Available services
 6. Pathways to a wide range of training services to improve customer employment opportunities through skill upgrading, skill validation, and credentialing
- c. The One Stop partners coordinate services with services available only through the OS Center. One Stop partners can sequence or co-enroll customers so they can receive basic literacy skills and skills advancement through a traditional classroom or a work-based training option.



- d. OS Delivery Services include individualized informational presentations for area businesses that provide information on Work Opportunity Tax Credits, Opportunity Zones, Federal Bonding, On-the-Job Training, Registered Apprenticeships, staffing services through Job Order Listings and scheduled recruitments in the OS Centers.

VI. One-Stop Partner Services

a. History

1. In 2019 the BWDB and CSBD Council approved the issuance of a request for quotes (RFQ) for an OSO.
2. Three proposals were received and reviewed by CSBD staff for responsiveness. A Review Committee comprised of BWDB members reviewed the proposals, interviewed proposer representatives, rated and ranked the proposals and recommended Workforce Guidance Associates, LLC to the BWDB and CSBD Council.
3. In 2022 the BWDB and CSBD Council approved the issuance of a new request for quotes (RFQ) for an OSO.
4. One proposal was received and reviewed by CSBD staff for responsiveness. A Review Committee comprised of BWDB members reviewed the proposals, interviewed proposer representatives, rated and ranked the proposals and recommended Workforce Guidance Associates, LLC to the BWDB and CSBD Council.

b. Access to Skills Attainment

1. A primary objective of the Florida Governor, and therefore of the One Stop partners is to increase the self-sufficiency of Broward County citizens and residents. To accomplish this, Broward College works with customers to assist them in following a career pathway that includes skill attainment. Skill attainments command higher wages.
2. Skilled workers can expect to find businesses and jobs located around centers of an available and able workforce

c. The Provision of Integration of Services

1. Comprehensive integrated services are offered to customers of the OS Centers or by referral to an OS Partner.
2. Customers of the OS Centers first access Wagner Peyser services through CSBD guided and co-located employment service staff. Employment service staff offer one-on-one services to customers. Customers who need more than minimal assistance, access to workshops, or job search resources are referred to WIOA funded Title I OS Center staff.
3. Customers meet with OS Center staff on a one-on-one basis so their needs can be assessed, and they can be directed to products and services within



the OS Delivery System to help them meet their individual employment and skill attainment goals.

4. OS Partner staff participate in cross-training on programs offered through the OS Centers and in the community so they can make appropriate and meaningful referrals.
5. The OSO shall meet with Broward College and the other One Stop partners at a minimum of twice a year to review cross referrals, barriers to services, and new discretionary grants offering additional opportunities.
6. The One Stop partners shall review technology solutions and make recommendations to enhance services offered.

d. Responsibilities of Broward College

1. Broward College agrees to share in the planning, implementation, and operation of the OS Delivery System and OS Center with the assistance of the OSO, as provided for herein.
2. All One Stop partners agree to assist and participate in capacity building and professional development opportunities for all staff to ensure an understanding of OS Partner programs.

e. A Description of the Comprehensive OS Center Services

1. The One Stop partners are committed to an integrated, coordinated system which reduces duplication and encourages cost efficiencies while expanding services to our customers.
2. The One Stop partners are committed to offering priority of services to veterans, public assistance recipients, low-income individuals, and individuals who are basic skills deficient when providing basic career services, individualized career services, and training services.
3. The chart below details each One Stop partners' participation in the development of all components of the MOU.



<p align="center">OS Partner</p>	<p align="center">Services to be provided through the OS Centers or via Technology Connection</p>
<p>WIOA Title I Adult, Dislocated Worker and Youth Programs A core partner</p>	<p>Integrative Staffing Group is the procured staffing company that employs the WIOA Title I Adult, Dislocated Worker and Youth Program staff located in the OS Centers. All One Stop partners have a direct linkage to Title I services through the referral process.</p>
<p>WIOA Title IV Vocational Rehabilitation (VR) A core partner</p>	<p>WIOA Title IV VR is co-located at the Comprehensive OS Center and follows the mall approach which calls for a lease with CSBD. Broward College can refer customers through the OS Delivery System or the established referral process. All One Stop partners participate in OS Partner meetings and have a representative on the BWDB.</p>
<p>WIOA Title III Wagner-Peyser Employment Service. A core partner</p>	<p>WIOA Title III Wagner-Peyser Employment Service staff are co-located and guided by the One-Stop Manager at the OS Centers. The Department of Economic Opportunity (DEO) allocates funds to local boards for the guidance and management of Wagner Peyser staff. CSBD cost allocates these funds for infrastructure and operation of the OS Centers. CSBD funded Title I staff and employment service staff provide access to self-help or minimal assistance services as needed including assistance to employers with job orders, matching, and placement. One Stop partners' customers can register for Wagner Peyser services online, come into an OS Center or participate in the referral process. Employment service staff attend the One Stop partners' meetings.</p>



<p align="center">OS Partner</p>	<p align="center">Services to be provided through the OS Centers or via Technology Connection</p>
<p>SCSEP Title V Older Americans Act</p>	<p>WIOA Title V Older Americans Act. AARP FOUNDATION staff is co- located in the Comprehensive OS Center and have a lease with CSBD in accordance with the mall approach. Some Title V participants also have a Work Experience assignment in the OS Center. The Urban League of Palm Beach County (ULPB) participates through technology, and they assign a specific case manager to work on referrals and cross referrals. All One Stop partners can link to Title V services through the referral and cross referral process. Title V staff participate in OS Partner meetings.</p>
<p>Veterans</p>	<p>Veterans Representatives are co-located at all OS Centers. Veterans Representatives see customers on a walk-in and by appointment basis. Veterans' staff participate in the referral and cross referral process. They also participate in One Stop partner meetings. CSBD is allocated funds by DEO to guide and manage the staff. Their participation in the funding of the infrastructure and operation of the OS Delivery System is done through cost allocation of the DEO allocation to CSBD.</p>
<p>Community Service Block Grant (CSBG)</p>	<p>One Stop partners link to CSBG services through the technology and referral process. CSBG staff participate in the OS Partner meetings. CSBG is managed by Broward County and often contributes to the CSBD Summer Program. The OS Center and CSBG connect through technology by assigning a specific case manager. Support services available are key for eligible WIOA Adults and Dislocated Worker participants after exit during follow-up</p>



OS Partner	Services to be provided through the OS Centers or via Technology Connection
Trade Adjustment Assistance Act	Trade Adjustment Assistance Act (Trade Act) staff are co-located in OS Center and funded through an allocation from DEO. Their participants are co-enrolled in WIOA Title I Dislocated Worker programs. Like Dislocated Worker programs participants are referred and cross referred among One Stop partners. Staff participate in OS Partner meetings. Funds are cost allocated to cover their share of costs in the OS Center.
Unemployment Insurance (UI)	All Wagner-Peyser and WIOA Title I staff are trained to give basic UI information to customers and help with UI claims. There are dedicated phone lines in the OS Center for customers who need additional assistance. Funds are awarded to CSBD by DEO and cost allocated to cover their share of costs in the OS Center.
Supplemental Nutrition Assistance Program (SNAP) Employment and Training Services	All One Stop partners have a direct link to SNAP services through the referral process. There are specific staff assigned to provide SNAP case management. Funds are awarded to CSBD by DEO and cost allocated to cover the SNAP share of costs in the OS Center.
Second Chance Act	This program is administered by OIC of South Florida and they participate through technology and assigns a specific case manager to work on referrals and cross referrals. All One Stop partners can link to Second Chance services through the referral and cross referral process. Second Chance staff participate in OS Partner meetings.

4. The One Stop partners worked diligently to map services provided to job-seekers and business customers in the CSBD workforce development area. The chart above details how each OS Partner provides services through the OS Delivery System.
5. CSBD has three infrastructure options:
 1. Co-location using a “mall approach”,
 2. a technology approach, and
 3. cost allocation for all OS Partner funds administered by CSBD.
 - i. The Mall Approach - Using a mall approach for the One Stop partners



who co-locate at an OS Center provides infrastructure support through a type of lease arrangement. Each OS Partner is responsible for taking care of their own needs within their space. These One Stop partners budget at the beginning of the year for the space they occupy. They commit to that space regardless of whether their funds are reduced or staffing decreases or increases, the dedicated space stays the same for the duration of the year as it would in a mall lease. The lease charge is stable for the year. The OS Partner is responsible for all costs related to their space.

- ii. The Technology Approach - The technology approach is also impervious to funding increases and decreases. It is a minimal cost so the One Stop partners don't have to struggle with budget concerns. These One Stop partners commit to maintaining a page or partial page on the CSBD website
 - iii. The Cost Allocation Approach – Cost allocation is not an agreed to method. It is required for all OS Partner grant funds awarded by DEO to CSBD and the other local boards. If awarded discretionary grants, CSBD allocates a portion of the costs to support the OS infrastructure and operations.
6. One Stop partners not co-located, regardless of funding, agree to assign a position to be the main contact for inquiries regarding OS Partner programs and for a "warm hand off" of a participant through referral. Technology connections include the phone, Zoom or similar technology allows for intakes and assessment to occur concurrently for more than one program and may take place in the OS Center regardless of the OS Partner's location.
7. One Stop partners commit to a position, not a person, so personnel changes have little impact on the referral of participants among the One Stop Partners.
- f. A detailed WIOA services matrix has been created for the OS Center. The service matrix includes the One Stop partners along with current contact information for questions and referrals. Each OS Partner has also listed the services they provide.

VII. Data Sharing

- a. WIOA, federal, and state laws determine safeguards specific to the databases of the various OS Partner funding streams.
 - 1. Broward College agrees:
 - i. To share data in accordance with the State of Florida Shared Data Confidentiality Policy
 - ii. To share data and technology as appropriate in serving job-seekers. This may include obtaining signed releases to be able to share



information among the necessary One Stop partners to deliver needed services

- iii. To maintain the confidentiality of participants' information
- iv. To safeguard Personal Identifying Information (PII) used to track participants prior to sharing participant information
- v. To notify the appropriate OS Partner in the event of a breach

VIII. Procurement of the OSO

- a. CSBD followed the process established in 2 CFR Part 200.318-326, U.S. Department of Labor's Training and Employment Guidance Letter 35-10, and DEO guidance in procuring and selecting their OSO.
- b. The OSO was selected through a competitive process. The OSO communicates regularly with the One Stop partners to plan, address continuous improvement, monitor referrals and accessibility among the One Stop partners.
- c. One Stop partners agree that the OSO shall be responsible for:
 - 1. Coordinating required services delivery in the OS Center and ensuring that the services are being delivered to OS Center customers
 - 2. Serving as a liaison between the WIOA Title I staff and One Stop partners
 - 3. Reviewing the MOU annually to ensure it is up to date
 - 4. Monitoring One Stop partners' adherence to the terms of the MOU
 - 5. Facilitating and/or delivering training to ensure Broward College staff are aware of basic services offered by each of the One Stop partners
 - 6. Continuously work on improving the OS Delivery System by focusing the One Stop partners on coordination and integration of OS Partner services
 - 7. Ensuring CSBD Career Center services are market-driven and that labor market information is available and accessible
 - 8. Monitor One Stop partners referrals
 - 9. Convene biannual OS Partner meetings, setting the agenda, recording minutes, and working with the One Stop partners on "next steps"
- d. The OSO may not:
 - 1. Participate in the development or submission of the local 4-year plan.



2. Be responsible for oversight of themselves.
3. Manage or participate in the OSO procurement process.
4. Select or terminate themselves or service providers.
5. Negotiate local performance.
6. Develop the CSBD budget.

IX. Administration and Operations Management

- a. CSBD provides oversight over the procured OSO by:
 1. Attending partner meetings and participating in partner activities
 2. Reviewing quarterly reports provided by the OSO detailing the OSO activities which must include:
 - i. Coordination of OS Center required career services with the One Stop partners
 - ii. Educating all of the One Stop partners regarding universally available basic career services
 - iii. Monitoring service delivery to ensure services meet customer expectations
 - iv. Serving as liaison between the One Stop partners to ensure each OS Partner has an equal voice regarding effective ways to deliver OS workforce services
 - v. Facilitating OS Partner and Business Services staff joint meetings to plan and deliver joint partner recruitment and job fairs
 - vi. Coordination with other community organizations to participate in community events for outreach and to publicize available One Stop partners' workforce services

X. Shared Funding Process for Infrastructure Costs

- a. OS Operating Budget
 1. This is determined by a negotiation between the BWDB as represented by CSBD and the One Stop partners to determine how the costs and operating costs of the OS Center will be supported as expressed in the Infrastructure Funding Agreement (IFA), attached hereto as Exhibit A and incorporated herein as a part of this MOU in accordance with WIOA § 121(c)(1), 20 CFR 678.500(b)(2)(i), 34 CFR 361.500(b)(2)(i), and 34 CFR 463.500(b)(2)(i).
 2. All One Stop partners were a part of the discussions agreeing to the methodology presented. Individual one-on-one negotiations were conducted to finalize discussions and to iron out the details. CSBD has successfully negotiated to arrive at a cash contribution from each OS



Partner.

3. It is the belief of the BWDB that:
 - i. All One Stop partners must contribute cash to support the OS Center.
 - ii. People and organizations value what they pay for.
 - iii. A low-cost solution must be available to ensure every mandatory and non-mandatory approved OS Partner can participate.
4. CSBD has offered 2 options to the One Stop partners, 1) the mall approach and 2) the technological approach. CSBD cost allocates grant awards as appropriate to ensure grants bear their fair share.
 - i. CSBD fiscal staff determined the cost of maintaining the OS Center rent, utilities, common space, and related costs and arrived at a cost per square foot. Co-located One Stop partners were presented with the inclusive cost per square foot for the space that they occupy. All co-located One Stop partners pay for the square feet they occupy based on the calculation as determined by the CSBD fiscal staff. All formula grants, DEO allocations for co-located and managed partners, and discretionary grants, regardless of whether they are WIOA or another funding stream, are charged their fair share of the maintenance of the OS Center through cost allocation and funding decisions as determined by the CSBD President/CEO and Senior Vice President Fiscal Sr. VP Fiscal.
 - ii. CSBD uses a "Mall" approach for determining the costs attributable to co-located One Stop partners. Each co-located One Stop partner is responsible for covering their service delivery operating costs as if they were leasing space in a "Mall".
 - iii. CSBD Fiscal staff worked with CSBD IT staff to calculate the cost of a presence on the CSBD website, including utilities, maintenance, updates, and space and were able to establish an annual cost of \$215.49 per provider for a page on the CSBD website.
 - iv. All non-co-located One Stop partners are technologically connected as stated in the "One-Stop Operations Guidance for the American Job Center" ETA OWI 1/18/17, the One Stop partners "uses technology to achieve integration and expanded service offerings" and by "making available a direct linkage through technology to a program staff member who can provide meaningful information or services" pursuant to TEG 16 -16 20 CFR 678.305(d), 34 CFR 361.305(d), and 34 CFR 463.305(d).
 - v. **Exhibit B** is a matrix of all One Stop partners. One Stop partners technologically connected may connect to participants via telephone, ZOOM, TEAMS or GOTOMEETING applications which allow for face-to-face interface and joint case management and counseling sessions



as needed and appropriate. Generally, the initiating OS Partner uses their license to connect to the other OS Partner.

5. As described herein:
 - i. The technology approach is impervious to funding increases and decreases.
 - ii. CSBD is able to offer a minimal cost solution - One Stop partners don't have to struggle with budget concerns as budgets increase and decrease.
 - iii. One Stop partners commit to a page and the cost of its maintenance on the CSBD website.
 - iv. One Stop partners not co-located, regardless of funding, assign a position to be the main contact for inquiries regarding OS Partner programs and for a "warm hand off" of a participant through referral. Technology connections also include the phone for quick contacts and offer Zoom or similar technology for face-to-face intakes and assessment.
 - v. One Stop partners commit to indicate a position and/or a staff person as the designated contact, so personnel changes have little or no impact on the referral of participants among One Stop partners.
 - vi. Cost is stable.
6. Other Contributors - At this time only mandatory partners are participating in the OS Delivery System.

b. Funding of Services and Operating Costs/Infrastructure Funding Agreement

1. Per 20 CFR 678.700-755 and 678.760; 34 CFR 361.700-755 and 361.760; and 34 CFR 463.700-755 and 463.760, One Stop partners must contribute to the infrastructure costs and operating costs of the OS Center based on their proportionate use. One Stop partners' contributions must be an allowable expenditure. One Stop partners' program guidelines as well as under 2 CFR 200 et al, the One Stop partners developed options that allowed each agency to meet their WIOA obligation while complying with their program requirements.
2. By the authority vested in the signatory for each OS Partner, the OS Partner agrees to the methodology for infrastructure funding as described herein.

XI. Conflict Resolution

- a. Broward College has agreed to the conflict resolution process described herein for disputes arising out of this agreement as follows:
 1. In the event of a dispute, Broward College will first negotiate in good faith with CSBD to identify possible solutions to resolve the dispute. The parties



agree to try to resolve disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective partner and the operator, for discussion and resolution

2. If the dispute cannot be resolved the matter will be forwarded to DEO as the Governor's representative, for assistance.
- b. When providing services through the OS Delivery System, Broward College will ensure enforcement of non-discrimination and equal opportunity policies. If a violation occurs, the proper chain of command will be followed, and the staff member's employer of record will be called upon to help resolve any issue.

XII. The OS System Referral Process

- a. In accordance with WIOA, the One Stop partners have agreed on how referrals and cross referrals will be accomplished between Broward College and the One Stop Partners.
 1. The vision of the One Stop partners as expressed through this MOU is to utilize a referral process which will:
 - i. Provide customers with seamless access to services across all programs
 - ii. Provide job-seekers and employers with the information they need to be successful
 2. Access to Services: To accomplish the vision, the One Stop partners agree to include in their assessment process consideration of services available through each of the One Stop partners including universal or basic career services available to the general public.
 3. As described above, the OS Center provides access to the programs and services of all the required One Stop partners. This is accomplished by the following steps:
 - i. Customers are guided to the job search tools of the resource center.
 - ii. Employment service or WIOA staff provide general assistance or identify the appropriate OS Partner service.
 - iii. Individuals needing referral are then guided to access the appropriate OS Partner program by being directed to a co-located OS Partner or being assisted to immediately connect to a non-collocated OS Partner through technology via phone and /or a web-based video conferencing platform such as Zoom for an initial assessment. The OS Centers also provide direct linkage via email to OS Partner program staff.
 - iv. In accordance with the agreed upon OSO's responsibility, OSO program staff are trained sufficiently to familiarize them with all services



available through all the One Stop partners. This ensures the staff have the competency and skills necessary to assist participants when applying for program benefits or services.

- v. All required OS Partner program staff, in accordance with training facilitated by the OSO, shall be sufficiently knowledgeable about the other OS Partner programs and services to screen an applicant to determine appropriate referrals.
 - vi. To the extent possible, referring staff shall directly contact the recipient of the referral to facilitate seamless delivery of services and shall inform the customer regarding what to expect as a result of the referral to ensure a "warm handoff."
- b. A special referral process has been agreed to by the One Stop partners for Unemployment Insurance (UI). In accordance with WIOA, UI claimants must be provided with "meaningful" assistance when filing UI claims. This is critical to the One Stop partners as well, as often they are also assisting the unemployed.
- 1. All OS Center staff receive training sufficient to familiarize them with the online claims filing system. Staff must be able to explain claimants' rights and responsibilities so they can understand the UI publications and correspondence.
 - 2. OS Partner customers coming in or referred to the OS Center for UI meaningful assistance receive:
 - i. OS Center on-site assistance from resource room staff trained in filing UI claims.
 - ii. Phone or other technology provided assistance, as long as the assistance is by trained and available staff.
 - iii. Access to a priority phonenumber for claimants to speak directly with UI staff with little to no wait.
 - iv. An electronic feedback system which staff can access to refer potential UI eligibility issues to the UI staff for investigation.
 - 3. Other UI assistance beyond filing assistance is provided by state UI staff.
 - 4. The One Stop partners agree to the following definition of meaningful services. It is the provision of the contact information necessary for onsite and technologically connected One Stop partners to consult with customers. It is the delivery of initial assessment simultaneous with the customers' visit to the CSBD Career Center. It is the scheduling of an appointment for the customer. The referral form also provides for a release so that information can be exchanged among the One Stop partners.



- c. Customer referrals shall be made using the electronic referral form in the OS Partner portal, "Crosswalk".
 - 1. Broward College agrees that appointments will be set within three working days of receiving a referral, and the participant will be contacted two days prior to their appointment to confirm the appointment. Participants shall be informed regarding documents they need to bring to their appointment.

All referrals must include the following information:

Date of Referral
Name of Referring (OS Partner) Organization
Referring OS Partner Contact Staff Person
Contact Person Phone and Email
Name of Organization (OS Partner) Receiving the Referral
Referring OS Partner Contact Staff Person
Contact Person Phone and Email
Name of Customer being referred
Customer's Address, Phone number, and Email
Reason for the Referral
Confirmation of receipt from the Recipient Agency

- 2. Feedback and Follow-Up: When a referral is made, customer feedback shall be solicited through a sampling of follow-up calls to be initiated by the OSO to discuss the services provided and next steps.
- 3. All One Stop partners agree to make case note referrals as appropriate in their respective data management systems, and notice of the referral shall be emailed to the case managers' supervisors. Supervisors shall maintain a master list of referrals on a monthly basis. The OSO shall work with the One Stop partners to track and report on referrals.
- 4. Shared information shall adhere to the customer disclosure form and be in accordance with the customer's agreement. Encrypted email shall be used for sensitive information.

XIII. Accessibility

- a. All One Stop partners agree to conduct their activities in a discrimination free environment that promotes employment opportunities to all job-seekers, in accordance with WIOA Section 188.
- b. All customers shall have equal access to all OS Partner services provided through the OS Centers. The One Stop partners agree to comply with the Americans with Disability Act of 1990 and its amendments.
- c. Each OS Partner shall follow their organization's equal opportunity policies and procedures for reasonable accommodations under the ADA.



d. Physical Accessibility

1. The OS Center is in compliance with the requirements of physical accessibility, including ADA compliance.
2. Private offices are available to help customers and staff with confidentiality, noise levels, and concentration.
3. CSBD will revisit the OS Center's accessibility from time to time to ensure continuing compliance with all equal opportunity, non-discrimination, and ADA requirements.
4. All non-discrimination, equal opportunity, and ADA accommodations posters are displayed so they are visible to customers and staff. Staff are trained to assist customers with their accessibility needs. The South Comprehensive OS Center has been updated for physical accessibility. There are designated handicapped parking spots near the building.
5. The Comprehensive OS Center is located within walking distance of public transportation and other workforce development and social service offices. The OS Center is accessible by car, bike, or public transportation.

e. **Programmatic Accessibility:** Broward College is aware that the OS Center provides a welcoming environment to all customers entering the OS Delivery System. Accessibility is available to customers and to One Stop partners.

1. OS Partner staff have been trained how to use the technology in the OS Centers.
2. One Stop partners that need to access the OS Center tools for their customers can visit the OS Center or refer their customers in accordance with the referral mechanism provided for under this MOU. Accessibility is made available by offering the following tools:

i. Signage.

Signage announces accommodations and special assistance available from auxiliary and auditory aids to assistive-technology and program materials in a variety of accessible formats. Customers are able to access these tools even if they do not disclose that they have a barrier.

ii. English Language Learners

Interpretation services are available via Accessible Communication for the Deaf ACD, through phone, video, onsite interpreting, document



translations as well as training for bilingual staff and interpreters.

iii. Physical Accommodations

Individuals in wheelchairs or who are small or large in stature can work at a kiosk with adjustable desktops and chairs. A trackball mouse and alternative keyboards are also available to assist customers.

iv. Vision

Low vision software, large screens and screen enlargement software is available. MS Office also provides accessible software.

v. Hearing Loss

For individuals with mild to moderate hearing loss, staff have access to an assistive listening device to assist customers in one-on-one or group settings. Staff is also familiar with the Florida Relay service as an alternative communication tool for individuals who are deaf, hard-of-hearing, deaf/blind, or with a speech impairment. Staff also have access to UBI DUO devices.

vi. General Disability

As Vocational Rehabilitation has a presence in the OS Center, they are immediately available for WIOA and OS Partner referrals.

vii. Accessibility Maintenance

In addition to Vocational Rehabilitation and Services for the Blind, Adult Education, and Literacy are available for consultation to ensure accessibility can be maintained at its highest level.

viii. Professional Development

All One Stop partners agree to share professional development training regarding accessibility, discrimination, quality services, and continuous improvement.

- f. By being a party to this MOU, Broward College has reiterated its commitment to adopting policies and procedures in compliance with the Americans with Disabilities Act of 1990 as amended to provide equal access to all customers. Broward College further agrees to review its policies on the schedule established by Broward College for policy review to ensure policies are up to date.

XIV. Human Resource Management

Commonly developed expectations for customer service will be incorporated into



each OS Partner's performance evaluation system. All One Stop partners agree to conduct regular performance reviews in accordance with their organization's policies and procedures.

XV. One-Stop Delivery System Performance Criteria

- a. The One Stop partners agree that the OS Delivery System will strive to achieve these standards of quality service for its customers, employees, and One Stop partners:
 1. All customers will receive prompt and courteous service from the staff.
 2. All customers will receive the services designed to assist customers in achieving their educational and/or job placement goals.
 3. All employees can expect to work in a safe and professional environment.
 4. All employees can expect to receive the best tools to achieve the desired outcome for their customers.
 5. All One Stop partners will deliver high-quality services.
 6. Broward College will participate in the 3-year schedule of One-Stop certification as required by WIOA.
 7. All One Stop partners agree to share aggregate performance information based upon the performance applicable to their program funding streams.
- b. OS Partner performance will be an indication of the strength of each OS Partner's collaboration. The goal is for the One Stop partners to understand each other's performance to further integration and to work toward assisting each other to exceed the measures for their program funding streams. The One Stop partners agree to review performance quarterly.

XVI. Governance of the One-Stop Delivery System

- a. The ultimate accountability and responsibility for the OS Delivery System organizational processes, services, and accomplishments rests with the CSBD, the OSO, and the One Stop partners.
- b. The BWDB's and CSBD Council's Responsibilities
 1. To develop and execute the MOU with the One Stop partners
 2. Develop and update the local plan
 3. Select the OSO and terminate the OSO if needed
 4. Conduct oversight of the local OS Delivery System and the OSO



5. Serve as a convenor of the One Stop partners
- c. The OSO Responsibilities
1. Ensure the One Stop partners coordinate services and adhere to the terms of this MOU.
 2. Serve as a liaison between CSBD their Title I staff and the One Stop partners.
 3. Provide or facilitate training to ensure the OS Partner staff are knowledgeable regarding each other's services, accessibility, and non-discrimination policies.
 4. Ensure that the OS Center staff deliver the services promised to customers.
 5. Work with the One Stop partners for continuous improvement in coordinating and integrating service delivery that is market-driven.
 6. Monitor and report on the effectiveness of the referral processes.
 7. Convene biannual OS Partner meetings, composing agendas, recording minutes, and distributing action steps.
 8. Be knowledgeable of the performance standards of all One Stop partners and communicate the measures to all the One Stop partners.
 9. Ensure accessibility to services for individuals with barriers.
 10. Assist the CSBD in meeting OS Center certification.
- d. Broward College's responsibilities
1. Provide access to programs and services through the OS Delivery System, including appropriate career services
 2. Support development of an integrated and coordinated customer- centered service delivery design
 3. Share infrastructure costs
 4. Co-enroll customers as needed
 5. Share information as agreed to by the One Stop partners
 6. Share performance data regarding shared customers

XVII. Duration, Modification, and Revisions

- a. The parties agree that this MOU replaces the MOU entered into during program



year 2019-2021 and will take effect July 1, 2023, or when executed by all the parties, whichever date is earlier.

- b. This MOU will remain in effect until June 30, 2026, or until such time as there is a need to modify this MOU because of a change in the law, federal or state policy, or a request from either CSBD or Broward College.
- c. The parties agree to review the MOU annually.
- d. Either CSBD or Broward College may request to modify this MOU. Requests for modification shall be made in writing to CSBD which shall communicate the modification request to all the One Stop partners. The OSO shall work with CSBD and Broward College to come to agreement with respect to any modification. Material modifications will be presented to the BWDB for approval and their decision shall be final.
- e. The terms of the infrastructure costs and operating costs agreed to as set forth herein will take effect as of July 1, 2023, and will continue in effect until June 30, 2026, with adjustments reviewed at least annually to ensure a fair and equitable proration of costs.

XVIII. Partial Void

Should any part of this MOU be found to be null and void or be otherwise stricken, the balance of this MOU shall remain in full force and effect. Any modifications to the MOU, including adding new One Stop partners, will require the modified MOU to be signed by all parties.

XIX. Termination

- a. Any party to this MOU may terminate its participation in the MOU for convenience by notifying CSBD in writing at least 30 days in advance of its effect.
- b. In the event of termination during any period of time that an MOU is required by WIOA or any related grant agreement requiring this MOU, the Parties shall renegotiate a mutually acceptable replacement MOU.
- c. This MOU shall terminate June 30, 2026, and may be renewed and extended upon agreement of both parties.

XX. Notices

- a. All notices required to be given to CSBD under this MOU shall be sufficient when hand delivered or mailed to CSBD at its office located at 2890 West Cypress Creek Rd., Fort Lauderdale, FL 33309, addressed to the CSBD President/CEO.
- b. All notices required to be given _____ to _____ Broward College under this MOU shall be sufficient when hand delivered or mailed to the



President of Broward College or his/her designee at its office located at 111 East Las Olas Boulevard, 12th Floor Administration Offices, Ft. Lauderdale, FL 33301 and 111 East Las Olas Boulevard, Office of the General Counsel-5th Floor, Ft. Lauderdale, FL 33301.

c. All notices shall be in writing, including email.

XXI. Communications

CSBD and BROWARD COLLEGE shall coordinate communications with the press, television, radio, or any other form of media regarding mutual responsibilities and activities under this MOU. Participation of each party in press/media presentations will be determined by each party's public relations policies.

XXII. Agency or Employment Relationship

No provision of this MOU shall be construed as creating an agency or employment relationship between the parties. The parties agree that they are responsible for the actions of their representatives and employees with regard to all aspects of this MOU.

XXIII. Compliance with Laws

The parties shall comply with all applicable federal and state laws, regulations, rules, or procedures, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

XXIV. Signature in Counterparts

This MOU may be executed in multiple identical counterparts, all of which shall constitute one agreement.

XXV. Acceptance of Scanned Signatures

Each counterpart of this MOU shall be considered valid if the person authorized to sign for each party has applied his or her actual signature to the counterpart or the counterpart contains a scanned image (e.g., pdf, or tiff file extension name) of such signature delivered by the representative described in Section XX as an attachment to the electronic mail (email). Such scanned signature shall be treated in all respects as having the same effect as an original signature.

XXVI. Checklist for Memorandum of Understanding Signatures

	The WIOA required partner:	MOU signed by:	Name of Authorized Representative Signing MOU and Local Agency:
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	WIOA Adult, Dislocated Worker and Youth Programs (Title I)	DEO Commissioner, Broward County BWDB Board Chair	Name: Dane Eagle Title: Date Signed: Name: Tim Ryan Title: Commissioner Date Signed: Name: Heiko Dobrikow Title: BWDB Chair
	Carl Perkins Act	The District Board of Trustees of Broward College, Florida	Name: Title: Date Signed:



EXECUTION PAGES

By their signatures below, the District Board of Trustees of Broward College, Florida and CareerSource Broward attest to participation in the development of this MOU and agree to abide by its terms and conditions as well as with the terms and conditions of Infrastructure Funding Agreements (IFA), attached hereto and incorporated herein as Exhibit A. By signing below, each One-Stop Partner warrants and represents that the person signing this MOU has the authority to bind the Partner and that the One-Stop Partner's participation in the MOU is not in violation of any By-laws, Covenants and/or other restrictions placed upon them by their respective entity.

FOR THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

DocuSigned by: Mildred Coyne
By: _____
DGAABDE187E441...

Title: SVP, workforce Education & Innovation

FOR CAREERSOURCE BROWARD

ATTEST: S. Martin
M. Brathwaite

BY: Tim Ryan
(Signature)

Print Name: Tim Ryan
Title: CSBD COUNCIL OF ELECTED OFFICIALS, CHAIR
Date: 8-24-23

ATTEST: [Signature]
[Signature]

BY: Heiko Dobrikow
(Signature)

Print Name: Heiko Dobrikow
Title: BWDB CHAIR
Date: 8-14-2023

ATTEST Michelle Baldes L.S.
Moya Brathwaite L.S.

CAREERSOURCE BROWARD:
BY: Carol Hylton
(Signature)
Printed Name: CAROL HYLTON
Title: PRESIDENT/CEO
Date: 08/11/2023



Approved as to form by the CareerSource Broward
General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: _____
Rochelle J. Daniels, General Counsel



Exhibit A

Infrastructure Funding Agreement (IFA)

The purpose of this Infrastructure Funding Agreement is to delineate each party's responsibilities for sharing of infrastructure and operating costs for the applicable one-stop center.

1. THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA and CSBD recognize that infrastructure costs, in accordance with 20 CFR 678.500(b), 34 CFR 361.500(b) and 34 CFR 463.500(b) are applicable to all required partners, regardless of whether they are physically located in CSBD'S one-stop center. Pursuant to the United States Department of Labor's Training and Employment Guidance Letter No. 17- 16 (USDOL TEGL 17-16), each partner's contributions to the infrastructure costs may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the partner programs' authorizing laws and regulations and the Uniform Guidance.
2. Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the south Broward one-stop center. Non-personnel costs are defined by USDOL TEGL 17-16 and include, but are not limited to:
 - a. Rental of the facilities;
 - b. Utilities and maintenance;
 - c. Equipment, including assessment-related products and assistive technology for individuals with disabilities; and,
 - d. Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities.
3. THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA has chosen to utilize technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities (WIOA sec. 121(h)(4), 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)). BROWARD COUNTY will provide all art, logos, and content to submit to CSBD for publication within the time provided by CSBD.
4. Upon the receipt of proper invoice(s) at least thirty (30) days prior to the payment due date as applicable, THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA will pay CSBD the total of Six Hundred Forty-six Dollars and 47/100 Cents (\$646.47) in three (3) separate payments of Two Hundred Fifteen Dollars and 49/100 Cents (\$215.49) for the following periods:
 - a. July 1, 2023 through June 30, 2024, payable by October 31, 2023.



- b. July 1, 2024 through June 30, 2025, payable by October 31, 2024.
 - c. July 1, 2025 through June 30, 2026, payable by October 31, 2025.
5. THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA will pay for the costs associated with its participation in the one-stop center as described above, subject to Section XIX, TERMINATION. The Parties may mutually negotiate costs at the time of subsequent written amendments, subject to Section XVII, MODIFICATIONS.
6. In the event a consensus is not reached regarding infrastructure costs, this shall be reported to each partner's local governing entity, so that the governing entities can make an additional effort to reach agreement between the Parties. Should this effort fail, the Parties will report their inability to reach consensus regarding the infrastructure costs to the Governor, who may invoke the State Funding Mechanism. In such instances, the Parties agree to abide by the Governor's determination.

By the signatures below, THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA agrees to be responsible for the costs associated with their participation in the one-stop which shall be paid by October 31 of each year until such time as the costs are renegotiated, at which time the MOU and or attached IFA will be amended.



FOR THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

ATTEST: DocuSigned by:
Mario Rosa
29EA4DF769E74B3

By: DocuSigned by:
Mildred Coyne
BCAA8BDE1B7E441

Date: 8/8/2023

Mildred Coyne SVP, Workforce Education & Innovation
Name
Title

FOR CAREERSOURCE BROWARD

ATTEST: S. Mastin
W. Beattus

BY: Tim Ryan
(Signature)

Print Name: Tim Ryan

Broward County Commissioner

Title: CSBD COUNCIL OF ELECTED OFFICIALS, CHAIR

Date: 8-24-23

ATTEST: [Signature]
W. Beattus

BY: [Signature]
(Signature)

Print Name: Heiko Dobrikow

Title: BWDB CHAIR

Date: 8-14-2023



ATTEST

Michelle Baddis L.S.

Moya Braathwaite L.S.

CAREERSOURCE BROWARD:

BY: Carol Hylton

(Signature)

Printed Name: CAROL HYLTON

Title: PRESIDENT/CEO

Date: 08/11/2023

Approved as to form by the CareerSource Broward

General Counsel

2890 West Cypress Creek Road

Ft. Lauderdale, FL 33309

BY: _____

Rochelle J. Daniels, General Counsel



Exhibit B

Service Matrix of One Stop Partners in Broward County

One Stop Partner	Governance	Services Provided
<p>The School Board of Broward County, Florida</p>	<p>WIOA Title II Adult Education and Family Literacy Act DOE</p>	<p>The program is designed to help adults get the basic skills they need including reading, writing and math, English language proficiency to be productive workers. Adult Education and literacy activities include adult education, literacy, workplace adult education, family literacy activities, English language acquisition, workforce preparation and integrated education and training.</p>
<p>THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA</p> <p>The School Board of Broward County, Florida</p>	<p>Carl D. Perkins Career and Technical Education Act DOE</p>	<p>Provide career-technical education programs and integrate academic and career-technical instruction at both the secondary and postsecondary levels. The program emphasizes high-skill, high-wage, high-demand occupations to enable students to secure employment upon completion of their training.</p>
<p>Division of Vocational Rehabilitation</p>	<p>Rehabilitation Act of 1973 DOE</p>	<p>Federal-state program that helps people who have physical or mental disabilities get or keep a job. Main purpose of the program is to help people with disabilities find and maintain employment or enhance their independence. Services include employment programs, Ticket to Work, Deaf, Hard of Hearing and Deaf/Blind Services, transition youth and independent living programs.</p>



<p>AARP Foundation</p> <p>Urban League of Palm Beach County</p>	<p>Older Americans Act Title V DOL</p>	<p>Senior Community Employment Service Program is a community service and work-based job training program for older Americans. The program provides training for low-income, unemployed seniors.</p>
<p>Broward County's Family Success Division</p>	<p>Community Services Block Grant HHS</p>	<p>The program is designed to help low-income individuals and families do a variety of things: secure and retain meaningful employment; attain an adequate education; improve the use of available income, obtain adequate housing and obtain emergency assistance including rental and utility payment assistance.</p>
<p>OIC of South Florida</p>	<p>Second Chance Act DOJ</p>	<p>The program's goal is to reduce recidivism and improve outcomes for people returning from state and federal prisons, local jails, and juvenile facilities.</p>
<p>CareerSource Broward</p>	<p>Adult, Dislocated, Youth Formula Funds WIOA Title 1 DOL</p>	<p>Program helps job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.</p>
<p>CareerSource Broward</p>	<p>Jobs for Veterans DOL</p>	<p>Employment and training services are provided to veterans of the U.S. Armed Forces. Priority of service requirement for covered persons (i.e., veterans and eligible spouses, including widows and widowers) in qualified job training programs.</p>



<p>CareerSource Broward</p>	<p>Trade Adjustment Act DOL</p>	<p>This program assists workers who have been laid off or whose jobs have been threatened (e.g., reduced hours or reduced wages) because of foreign trade or competition. The TAA program provides resources to help trade-affected workers obtain new skills and find suitable employment.</p>
<p>State of Florida</p>	<p>Wagner Peyser, WIOA Title II DOL</p>	<p>Services provided through this national employment program include job search assistance, recruiting assistance for employers and matching services for job seekers and employers.</p>
<p>CareerSource Broward</p>	<p>TANF HHS</p>	<p>Programs helps low-income families with children achieve economic self-sufficiency by providing monthly cash assistance payments.</p>
<p>State of Florida</p>	<p>Unemployment Compensation DOL</p>	<p>Provides temporary financial assistance to unemployed workers who meet the requirements.</p>



SIGNATURE CERTIFICATE



REFERENCE NUMBER
9604C2C9-F920-4AD7-8B92-522D83A8282F

TRANSACTION DETAILS

Reference Number
9604C2C9-F920-4AD7-8B92-522D83A8282F

Transaction Type
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Sent At
08/11/2023 15:59 EDT

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3751923fd09d26989531de3c37c6805f06cba3f1a4d8b097e75d7d3cb8bbb6de

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Pe-Careersource Broward Mou Bc Signed Pending Counter Signature

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Original Checksum
da188e75e498ca49a566cd612534e0523cac0c5b9cfc3b4a106e4e98f42615ea

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Signer Sequence
2

Components
2

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
a36011766b462844a2603c0015223887763d654ad0bf82affb8801c2f59bd11

IP Address
67.23.70.69

Device
Chrome via Windows

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Signature Reference ID
7CC699FA

EVENTS

Viewed At
08/14/2023 09:21 EDT

Identity Authenticated At
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08/14/2023 09:23 EDT

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Signer Sequence
1

Components
2

Status

signed

Multi-factor Digital Fingerprint Checksum
62c51c63a614ec55c6b7f715dc8082a5300a4124404f77bbb5e0b32ebd724b04

IP Address
75.251.40.30

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Mobile Safari via iOS

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Signature Reference ID
D8F2C90B

Viewed At

08/12/2023 09:38 EDT

Identity Authenticated At
08/12/2023 09:38 EDT

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08/12/2023 09:38 EDT

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Signer Sequence

0

Components

4

E-SIGNATURE**Status**

signed

Multi-factor Digital Fingerprint Checksum

0e6de1050cab53819e98d60d2b2af8639df6832c9703b930c5af51b32150d354

IP Address

99.33.26.222

Device

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8B7F6658

EVENTS**Viewed At**

08/11/2023 16:03 EDT

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08/11/2023 16:04 EDT

Signed At

08/11/2023 16:04 EDT

AUDITS**TIMESTAMP**

08/11/2023 15:59 EDT

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AUDIT

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SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-OSY-226000

(PROGRAM YEAR 2024 – 2025)

BETWEEN

CAREERSOURCE BROWARD

AND

CENTER FOR INDEPENDENT LIVING OF BROWARD, INC.

UNIQUE ENTITY ID#	CYVCLLM4H5J9
FEDERAL AWARD IDENTIFICATION / FAIN)#	23A55AY000003
FEDERAL AWARD DATE	4/1/2023
TOTAL FEDERAL AWARD	\$2,324,084
FEDERAL AWARDDING AGENCY	USDOL
CFDA#	17.259
PASS THROUGH ENTITY	Florida Department of Commerce
CONTRACT OFFICER	Carol Hylton
CONTACT INFORMATION	2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309

This Workforce Innovation and Opportunity Act Sub-Grant Agreement is fully supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$2,324,084. Pursuant to the Steven's Amendment 100% of the funds support this program are federal funds.

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SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-OSY-226000

(PROGRAM YEAR 2024 – 2025)

BETWEEN

CAREERSOURCE BROWARD

AND

CENTER FOR INDEPENDENT LIVING OF BROWARD, INC.

THIS SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-OSY-226000, which was entered into the 11th day of June, 2024 by and between CAREERSOURCE BROWARD hereinafter referred to as "CSBD", the administrative entity and fiscal agent for the CareerSource Broward Council of Elected Officials (hereinafter "Council") and the Broward Workforce Development Board, Inc., (hereinafter "BWDB") having its principal office at 2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309 and CENTER FOR INDEPENDENT LIVING OF BROWARD, INC. hereinafter referred to as "SUB-GRANTEE", existing under and by virtue of the laws of the State of Florida as a not for profit entity, having its principal office at 4800 North State Road 7, Bldg. F, Suite 102, Fort Lauderdale, FL 33319, to begin on the date this Agreement is executed by the parties and to terminate June 30, 2025.

RECITALS

WHEREAS, Broward County has been designated as a local workforce development area and CSBD is sub-grant recipient and the administrative entity for local workforce development area; and

WHEREAS, CSBD issued a Request for Proposal (RFP) in January 2024 seeking service providers for Out-of-School under the Workforce Innovation and Opportunity Act of 2014 (WIOA 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128); and

WHEREAS, SUB-GRANTEE responded to the RFP and was recommended for funding by the BWDB Youth Committee; and

WHEREAS, at their meeting on April 25, 2024, the CSBD governing boards approved an award of funds to SUB-GRANTEE to serve Out-of-School youth;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

ARTICLE 1

AGREEMENT PURPOSE

1.1 Purpose

It is the purpose of this Sub-Grant Agreement to state the covenants and conditions under which the Sub-Grantee will implement and provide workforce development services, as shall be described herein.

ARTICLE 2

DEFINITIONS

In addition to the definitions set forth in the Workforce Innovations and Opportunity Act of 2014, Public Law 113-128 (29 U.S.C. Sec. 3101 et seq., or as it may be amended, the Regulations promulgated there-under at 20 CFR 603 et seq. and 20 CFR Part 676 et seq., the Personal Responsibility and Work Opportunity Reconciliation Act 42 U.S.C. 601 et seq. and the Regulations promulgated there-under at 45 CFR Part 260, et al., and the Acts and regulations applicable to such other grant funding streams as are identified in this agreement and Sub-Grantee's budgets attached hereto as Exhibit A, the following definitions are applicable to the program operated by the Sub-Grantee and to the terms and conditions of this Sub-grant Agreement and any amendments hereto.

2.1 Academic Credit

Credit for education, training or work experience, applicable toward a secondary school diploma, a post-secondary degree, or an accredited certification of completion, consistent with applicable state law, regulations and policy, and the requirements of an accredited educational agency or institution.

2.2 Administrative Costs

All indirect and direct costs associated with the management of the programs funded by this Sub-grant Agreement. They are costs, which do not directly and immediately benefit participants but are necessary for effective delivery of direct participant benefits. These costs are generally identified with supervision, management, fiscal and record keeping systems and are defined in accordance with the regulations governing the funding streams made available to the Sub-Grantee.

2.3 Allowable Costs

Those costs, which are necessary, reasonable and allowable under applicable federal, state and local law, for the proper administration and performance of the services to be provided under this Sub-grant Agreement. In general, allowable costs are defined by 2 CFR §200.420 – §200.475

2.4 Amendment

A modification to this Sub-grant Agreement duly executed by the parties.

2.5 Apprenticeship Program

An officially authorized plan which sets forth the terms and conditions for the qualification, recruitment, selection, employment and training of apprentices.

2.6 Assessment

The process whereby applicants are interviewed to determine their employability, motivation, aptitude, abilities and interests in order to develop an individual service strategy for the attainment of the participant's career goals. Testing and counseling are a part of the assessment process.

2.7 Audit

A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Sub-Grantee's financial operations are being properly conducted, financial reports are being presented fairly and the organization is in compliance with applicable laws and regulations. All Sub-Grantees including commercial organizations pursuant to 20 CFR 200(b)(2)(ii) must submit an audit of the program funded under this Sub-grant Agreement as is further delineated herein. For purposes of this Sub-grant Agreement an Audit shall mean an audit conducted in accordance with 2 CFR 200 Subpart F (§200.500- §200.521)

2.8 Barriers to Employment

Characteristics which hinder an individual's ability to participate in the labor market.

2.9 Basic Skills Deficient

With respect to an individual:

(a) who is a youth, the individual's English reading, writing, or computing skills are at or below the 8th grade level based upon their score on a generally accepted standardized test; or

(b) who is a youth or adult, the individual is unable to compute or solve problems, read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

2.10 Broward Workforce Development Board, Inc.

The local workforce development board, which is also referred to as the BWDB, a 501 (c)(3) organization.

2.11 Case Management

Is a client-centered approach in the provision of services to assure they are aligned with an individual's assessment and follows the individual's service strategy or employment plan as agreed to with the individual to ensure access to the workforce activities and supportive services, needed for the individual to succeed.

2.12 Certificate

A certificate awarded in recognition of an individual's attainment of technical or occupational skills by (1) A state educational agency or a state agency responsible for administering vocational and technical education within a state. (2) An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community colleges, proprietary schools, and all other institutions of higher education that are eligible to participate in federal student financial aid programs. (3) A professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g., Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities. (4) A registered apprenticeship program. (5) A public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an occupation or profession (e.g., FAA aviation mechanic certification, state certified asbestos inspector). (6) A program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons and (7) Institutions of higher education, which is formally controlled, or has been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes. Certificates awarded by workforce investment boards or their providers

are not included in this definition. Work readiness certificates for employability skills training, success seminars or similar training are also not included in this definition.

2.13 Classroom Training

Training conducted in an institutional setting designed to provide individuals with the technical skills and information required to perform a specific job or group of jobs.

2.14 The Code of Federal Regulations

Also referred to as CFR. It is where regulations applicable to a federal grant program can be found. Regulations are also published in the Federal Register.

2.15 Commercial Organization

A private-for-profit entity.

2.16 Cost Allocation Plan

A plan, which identifies and distributes the cost of services provided by support staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category.

2.17 Cost Reimbursement Sub-Grant Agreement

This is a contract format, which provides for the reimbursement of all allowable costs, which have been identified and approved in the contract budget. It requires that the Sub-Grantee maintain the documentation necessary to support the cost. This contract is a cost reimbursement contract.

2.18 Countable Work Activity

For mandatory WTP participants, a work activity that satisfies the work requirement necessary to be included in the calculation of participation in a WTP program.

2.19 Credential

A nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates. Includes all state education agency recognized credentials.

2.20 Demand Occupation

This is an occupational area, which has been designated as in high demand in the Broward County labor market area.

2.21 Department of Children and Families

Also referred to as DCF.

2.22 Dislocated Worker

In accordance with the WIOA this is an individual who:

- (A) (i) has been terminated or laid off, or who has received a notice of termination or layoff, from employment
- (ii) (1) is eligible for or has exhausted entitlement to unemployment compensation; or
(2) has been employed for a duration sufficient, as determined by CSBD to demonstrate, an attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a state unemployment compensation law; and
- (iii) is unlikely to return to a previous industry or occupation;
- (B) (i) has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise;
- (ii) is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or
- (iii) for purposes of eligibility to receive services, other than career services, training or support is employed at a facility at which the employer has made a general announcement that such facility will close;
- (C) was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters; or
- (D) is a displaced homemaker as defined in the WIOA.

(E) (i) is the spouse of a member of the Armed Forces on active duty (as defined in section 101(d)(1) of title 10, United States Code), and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or

(ii) is the spouse of a member of the Armed Forces on active duty and who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

2.23 D.O.T. Codes

The nine-digit Dictionary of Occupational Titles code for a job or occupational title.

2.24 Eligible or Eligibility

Refers to an individual's status in relation to their ability to participate in a grant program.

2.25 Eligible Training Providers List (ETPL)

This is a list of approved training institutions compiled pursuant to WIOA requirements approved by the CSBD governing boards which institutions may provide training to a CSBD participant.

2.26 EmployFlorida

Also referred to as EF it is the Florida Commerce management information and data system.

2.27 Excess Revenue

This refers to revenues in excess of actual costs. All governmental and not-for-profit entities must report and return any excess revenue earned as a result of providing the services and activities under this Agreement.

2.28 Exit

A term which refers to an individual who is no longer considered a program participant and is reported in the State's information system as an individual who has "exited" from the program in which they were enrolled. Although considered "exited" if the participant is a youth they may still be receiving support and/or follow up services.

2.29 FloridaCommerce

The State of Florida Department of Commerce formerly the Department of Economic Opportunity or "DEO".

2.30 Funding Stream

The term funding stream as used herein refers to the State and/or federal grants under which a program or activity is funded. Different funding streams are governed by varying pieces of legislation, statutes and regulations. The grants which comprise the funding streams applicable to this Sub-grant Agreement are identified in the budgets attached hereto as Exhibits A. Sub-Grantee must comply with the federal and state requirements of each funding stream identified in their budget when executing their duties and responsibilities under this Sub-grant Agreement.

2.31 Governor

The Chief Executive Officer of the State of Florida.

2.32 Individual Service Strategy (ISS)

An individual plan for a participant which includes an employment goal, achievement objectives, and the appropriate combination of services determined during the individual's objective assessment. The ISS includes the training and employability development plans for a participant.

2.33 Individual Training Account (ITA)

An amount set aside to pay for an individual to be able to attend occupational skills training provided by an ETP.

2.34 Industry Based Training

Also referred to as customized training. It is training designed to meet the special requirements of an employer or a group of employers and is conducted with a commitment by the employer to employ an individual upon successful completion of the training; and for which the employer pays a percentage of the cost of the training.

2.35 In School Youth

An individual who is in secondary school and is between the ages of 14 – 21 or in post-secondary school at the time of their application for WIOA services, who has not yet reached the age of 24, and who meets WIOA eligibility criteria.

2.36 Low Income Individual

An individual who:

- A. Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance; or
- B. Is in a family with total family income that does not exceed the higher of:
 - a. The poverty line; or
 - b. 70 percent of the lower living standard income level, or
 - c. Is a homeless individual as per the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), or a homeless child or youth (as per the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2))); or
 - d. For purposes of in-school youth programs receives or is eligible to receive a free or reduced-price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.); or
 - e. Is a foster child on behalf of whom State or local government payments are made; or
 - f. Is an individual with a disability whose own income meets the income requirement of i or ii above, but who is a member of a family whose income does not meet this requirement.

2.37 Lower Living Standard Income Level

Is the income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget.

2.38 Occupational Training

Training defined by using the first three digits of the Dictionary of Occupational Titles (DOT) code or a five-digit code as defined by the OES.

2.39 Offender

An adult or juvenile who is or has been subject to any stage of the criminal justice process, or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

2.40 OJT

On-the-Job-Training. All OJT is subject to the CSBD policies governing OJT.

2.41 Out-of-School (OSY)

An individual eligible for WIOA services, who is 16 years of age or older who has not yet reached their 24th birthday and is not attending secondary or post-secondary school and has not attended secondary or post-secondary school for the semester immediately prior to their seeking enrollment into WIOA as an OSY. Youth enrolled in an alternative education or GED program at the time of application for WIOA services are considered to be OSY. Youth enrolled in drop out recovery are considered to be in-school youth for purposes of WIOA.

2.42 Participant

An individual who has been determined eligible for receipt of the services to be provided under this Sub-grant Agreement.

2.43 Personal Responsibility and Work Opportunity Reconciliation Act

The Personal Responsibility and Work Opportunity Reconciliation Act shall be referred to as the PRWOR 42 U.S.C. 601 et seq. (PRWOR). In Florida, the PRWOR is enacted through the Workforce Innovation Act, Chapter 445 of the Florida Statutes and is referred to as the Welfare Transition Program or "WTP".

2.44 PELL Grant

Federal education grants targeted to assist low-income individuals. Entities, which are PELL eligible, must coordinate PELL assistance with WIOA funds. For OSY enrolled in training, PELL funds must be used before applying for WIOA assisted training.

2.45 Post-Secondary Institution

An institution as defined in the Higher Education Act of 1965.

2.46 Pre-Test and Post Test

Written evaluative instruments, which measure a participant's skill level at entry into and at completion of training.

2.47 Profit

An amount in excess of the cost necessary to operate a program. Profit is allowable under a cost reimbursement Sub-grant Agreement to the extent it is reasonable as determined during contract negotiations. It includes that amount which is associated with proprietary materials included in the cost of the program. Profit may be allocated among the cost categories. Profit may only be earned by private-for-profit organizations.

2.48 Program

The activities and services to be provided by Sub-Grantee under and pursuant to this Sub-grant Agreement.

2.49 Program Costs

Personnel and non-personnel costs related to the provision of services to participants under a WIOA funded contract. Costs include the salaries, fringe benefits, equipment, supplies, space, staff training, transportation and other related costs of personnel providing training, component supervisors, coordinators, clerical staff working on direct training activities or functions, instructional materials and equipment used by or for participants, classroom training space, utility costs, insurance, commercially available training packages, tuition, and OJT reimbursements.

2.50 Program Year

The program year is July 1 to June 30.

2.51 Program Income

Interest earned on any advances under this Sub-grant Agreement or income generated by a contract funded by WIOA as a result of the use or fees charged for the rental of real or personal property, or fees for services performed or conferences, or the sale of commodities or items developed with contract funds, or from the participants' activities under the contract except for OJT or revenue in excess of costs earned by organizations other than commercial organizations.

2.52 Retention

The period an individual remains in an unsubsidized job following job placement or in the case of a WIOA youth, the period the youth remains in a job, the military, post-secondary school or advanced training following exit from the program. The calculation for determining whether the retention period has been met is dictated by the performance measure calculation provided by the state or the federal agency with oversight over the funding stream under which the participant is being served.

2.53 Service Provider

This is the sub-recipient, sub-grant recipient, Sub-Grantee, provider or contractor.

2.54 Slot

A training or employment position, which one or several participants may occupy at different times within the same contract period.

2.55 Stand In Costs

Costs paid from non-federal sources, which may be used to stand in for a disallowed cost as a result of a monitoring or audit finding of a disallowed cost. To be considered stand-in costs must be reported as uncharged program costs and must have been allowable under the grant regulations for the program under which they are proposed to stand-in. They are subject to verification through audit. In order to use in kind costs to stand in for a disallowed cost, State of Florida and federal oversight agency approval must be obtained.

2.56 Sub-Grantee

Center For Independent Living of Broward, Inc.

2.57 Support

Personnel and non-personnel costs for services such as transportation, childcare, dependent care, housing, and needs-related payments related to the provision of support services to participants necessary for the participant to take part in an activity funded under this Sub-grant Agreement. The various funding streams under which an individual may be served may limit support.

2.58 Tuition

Charges for education provided by an institution of higher education as defined by the Higher Education Act of 1965 Section 1201(a), or a proprietary institution

of higher education, as defined by the Higher Education Act of 1965 Section 481(b), that are not more than the charges for such training made available to the general public.

2.59 The United States Department of Labor

Also referred to as DOL or USDOL.

2.60 The Workforce Innovation and Opportunity Act of 2014

Also referred to as WIOA, 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128.

2.61 Work Activity Plan

A plan, which details when specific elements of performance will be achieved by the Sub-Grantee and/or attained by a participant during training. If required and attached as an Exhibit, the work activity plan is an integral part of the contract budget and non-compliance with negotiated time frames and performance levels may result in a determination of non-performance under an agreement.

2.62 Work Experience

A short term or part time work assignment in order to provide a participant with good work habits and basic work requirement skills. The Participant's ISS should identify the length of time which should be justified by the hours needed to provide the training. The work experience must be contextual to the training. For WIOA work experience may be at a for-profit or a private-not-for-profit or governmental entity site. For WTP, work experience is done through community service and may only be at a private-not-for-profit or governmental site.

END OF ARTICLE 2

ARTICLE 3

FISCAL MANAGEMENT

3.1 General Terms

3.1.1 Funding Independent from Consortium Members.

It is agreed that all funds made available to the Sub-Grantee are funds granted to CSBD from the State of Florida under WIOA or other state and federal grants and are not from funding sources of any member of the Council or BWDB.

3.1.2 Compliance with Federal and State Requirements.

- a. The Sub-Grantee agrees to implement this Sub-grant Agreement in accordance with the federal, state and local laws, regulations, policies, and procedures applicable to the funding streams identified in Sub-Grantee's budget. Sub-Grantee understands that nothing in this Sub-grant Agreement will relieve Sub-Grantee from adherence to applicable federal, state, and local laws and regulations. Any conflict or inconsistency between the above and this Sub-grant Agreement will be resolved in favor of those laws, regulations, policies, and procedures. Allowability and allocation of costs to the cost categories shall be governed by 2 CFR 200 et. seq., the federal regulations governing federal funding streams, FloridaCommerce, CSBD policies, and the budget attached to this Sub-grant Agreement as Exhibit A. Any conflict or inconsistency between the above and this Sub-grant Agreement will be resolved in favor of those laws, regulations, policies and procedures. This section shall be construed to allow for CSBD to impose restrictions more limiting than those required by said laws, regulations, policies and regulations.
- b. CSBD reserves the right to use Welfare Transition Program (WTP) grants to fund all or a part of the program and activities to be provided by Sub-grantee under this sub-grant agreement based upon the availability of funds to CSBD and the allowable use of the funds for the purposes set forth in this Sub-grant Agreement. In the event some or all program activities to be provided under this Sub-grant Agreement

are funded with WTP funds Sub-grantee agrees to enter participant data into the State of Florida "OSST" system as well as in to the state EF system.

3.2 Compensation

3.2.1 Total Compensation

- a. The compensation awarded for the OSY program funded under this sub-grant agreement shall be Sixty Thousand Eight Hundred and Ninety-Six Dollars and zero cents (\$60,896.00), for the period July 1, 2024 through June 30, 2025 in accordance with the budget attached hereto as Exhibit A.
- b. Any funds not expended for the period July 1 through June 30, of each program year during which this Sub-grant Agreement is in effect may not be used to support the programs funded under any amendment extending this Sub-grant Agreement for a successive program year.
- c. If Sub-Grantee is a commercial organization and has included profit as a part of a line-item budget, Sub-Grantee shall not be entitled to be paid for that line item until all goods and/or services under this Sub-Grant Agreement have been received. This clause is subject to any additional limitations contained in this Sub-Grant Agreement.

3.2.2 Payments Limited to the Program and Cost Reimbursement Budget

- a. Funds will be made available to Sub-Grantee on a cost reimbursement basis for allowable costs as defined by federal, state and local laws and guidelines and in accordance with the line-item budget limitations within each cost category of the budget attached hereto as Exhibit A.
- b. Funds awarded under this Sub-Grant Agreement or an amendment to this Sub-grant Agreement shall also be limited to:
 - i. The operation of the program described and in accordance with the terms and conditions set forth herein; and
 - ii. The period for performance as stipulated in the introductory clause of this Sub-grant Agreement or as it may be amended.

- iii. The terms and conditions of this Sub-grant Agreement, including the supporting detail and positions approved in the budget attached to this Sub-grant Agreement as Exhibits A. Line items not described in Exhibit A will not be subject to reimbursement, this includes but is not limited to the specific costs related to supplies, materials, printing, equipment, increases or changes to staffing, wages and/or fringe benefits, bonuses, incentive payments, or mileage in excess of the CSBD mileage reimbursement policy or as approved by CSBD.

3.3 Fiscal Controls

3.3.1 Maintenance of Fiscal Records in Accordance with GAAP

Sub-Grantee agrees to maintain their books and records in accordance with Generally Accepted Accounting Principles, (GAAP), and to institute fiscal controls as established by CSBD from time to time so as to be able to satisfactorily account for all monies spent in order to perform their obligations under this Sub-grant Agreement.

3.3.2 Segregation of Sub-grant Agreement Funds

Sub-Grantee shall keep program funds segregated from other funds belonging to Sub-Grantee's organization by maintaining separate bank accounts and/or separate ledgers.

3.3.3 Prohibition Against Advances

In no case shall Sub-Grantee be paid in advance of work performed or services rendered.

3.3.4 Sub-Grantee Responsible for Actions of Employees and Representatives

Sub-Grantee shall be responsible for the actions of its representatives, employees, and instructors with regard to all aspects of the Sub-Grantee's program including, but not limited to, program implementation, the certification and submission of time and attendance records, invoices, submission and verification of financial reports, and maintenance of records.

3.3.5 Access to Records Prior to Funding

Upon demand and/or within thirty (30) days prior to funding any program or service, Sub-Grantee shall allow CSBD to evaluate Sub-Grantee's

fiscal and personnel systems in order to be assured of Sub-Grantee's capability to manage the program or project funded by this Sub-grant Agreement or any amendment hereto.

3.3.6 Sub-Grantee Obligation Regarding Training and Support Funds

- a. To assure expenditure requirements are met for the various funding streams and that funds are not over obligated beyond what CSBD has available for each program year Sub-Grantee is responsible for obligating funds which shall be reimbursed or paid to a third party by CSBD. This includes but is not limited to participant support services, work experience wages, tuition payments, and similar types of costs.
- b. Sub-Grantee may be requested to provide CSBD with a weekly report regarding the detail of those obligations. The report shall be provided to the CSBD Sr. Vice President of Operations, in a format and containing information as required by CSBD. Failure to provide the report and resultant over obligations beyond funds budgeted by CSBD for these third-party services will become Sub-Grantee's responsibility for payment. Sums obligated by Sub-Grantee in excess of the amounts budgeted by CSBD will be deducted from invoices due Sub-Grantee and/or will have to be reimbursed to CSBD by Sub-Grantee should Sub-Grantee's invoices be insufficient to cover the expense.

3.4 De-obligation and Failure to Perform

3.4.1 De-obligation for Non-Performance

CSBD may de-obligate or redistribute the funds under this Sub-grant Agreement or any amendment hereto, to alternate Sub-Grantees to the extent that either the Sub-grant Agreement is fully or partially terminated, the Sub-Grantee is not able to perform effectively, or Sub-Grantee's total program costs will not be expended in accordance with the amount of funds awarded under this Sub-grant Agreement.

3.4.2 Funds Limited to the Sub-grant Agreement Program

Funds accrued or allocated to the Sub-Grantee under this Sub-grant Agreement or any amendment to this Sub-grant Agreement cannot be used by the Sub-Grantee to support other programs operated by the Sub-Grantee even under a different Sub-grant Agreement or amendment with CSBD.

3.4.3 Sub-grant Agreement Contingent Upon CSBD's Receipt of Funds

- a. This Sub-grant Agreement is subject to the appropriation of funds by the Florida Legislature. Florida Statutes, Section 287.0582.
- b. Sub-Grantee agrees and understands that funds allocated to the Sub-Grantee under this Sub-grant Agreement or any amendment or modification hereto are contingent upon CSBD's receipt of the federal grant funds under which this Sub-grant Agreement is funded. CSBD, therefore, reserves unto itself the right to unilaterally de-obligate, modify or amend Sub-Grantee's budget in proportion to CSBD's funding level and at the sole discretion of CSBD or if necessary, to suspend or terminate this Sub-grant Agreement or any amendment hereto instantaneously and as may be necessitated by CSBD's funding levels. Any de-obligation, modification or amendment of the funds allocated in the Sub-Grantee's Sub-Grant Agreement, or any amendment hereto, shall be effective upon notification to the Sub-Grantee by CSBD. CSBD shall provide Sub-Grantee thirty (30) days' notice or in the event CSBD receives less than thirty (30) days' notice CSBD shall provide such notice as CSBD receives from its funding sources. In such instances, costs will be reimbursed up to the date of cancellation only; thereafter, neither CSBD nor Sub-Grantee shall have any obligation to complete or otherwise continue the Program.
- c. Sub-Grantee's funding shall be subject to the de-obligation policy adopted by the State. To the extent that Sub-Grantee expenditure rates result in the de-obligation of funds allocated to CSBD by the State, this Sub-grant Agreement may be unilaterally amended to reduce the total funds available in proportion to the funds de-obligated.

3.4.4 Sub-Grantee Salaries

Sub-Grantee salary and bonuses paid with federal funds may not exceed Federal General Services Administration published Executive Level II salaries. The annual limits are published on the OPM.gov website (<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/executive-senior-level>) and USDOL Training and Employment Guidance Letter No. 5-06.

3.5 Method of Payment

3.5.1 Invoicing.

- a. In order to receive payment Sub-Grantee shall submit an invoice to CSBD within fifteen (15) working days following the end of each month. Invoices are generally paid within thirty (30) days of receipt.
- b. Invoices submitted more than fifteen (15) days following the termination of the CSBD program year, which is June 30 of each year, will be honored at CSBD's discretion.
- c. The invoice shall be for allowable costs as described in Sub-Grantee's budget and as governed by the rules applicable to the funding streams and grants awarded to Sub-Grantee.
- d. The invoice must be accompanied by all documentation necessary to substantiate the expenses for which Sub-Grantee is seeking reimbursement.
- e. Invoices containing costs not supported by the proper documentation or items not detailed in Sub-Grantee's line-item budget shall be paid minus the expenditures lacking the documentation or not included with the submission of the invoice.
- f. Accuracy and timeliness of the invoices shall be a factor in recommendations made to the CSBD governing boards.

3.5.2 Invoice Errors

- a. Sub-Grantee shall be trained on the correct way to submit invoices for reimbursement of expenses. Following the training, Sub-Grantee will receive a written notice from CSBD for Sub-Grantee invoices which:
 - i. Contain mathematical errors, or
 - ii. Seek reimbursement for items not covered by the budget, or
 - iii. Are submitted late, or
 - iv. Are not accompanied by the appropriate supporting documentation.

- b. If after training and a written notice an invoice is submitted to CSBD with one of the faults described in paragraph a above sub-recipient's inability to provide correct invoices will be reported to the CSBD governing boards at the time that contract renewal is considered.

3.5.3 Reimbursement of Purchases

In the case of a request for reimbursement of costs incurred in the acquisition or leasing of capital and expendable equipment as approved by CSBD, Sub-Grantee shall be required to comply with Article 3, Section 3.7, Property Management, of this Sub-grant Agreement. All capital expenditures must be approved by CSBD in advance and shall be subject to the rules set forth in 2 CFR 200 as they apply to capital expenditures. Funds under this Sub-grant Agreement may not be used for the purchase in whole or in part of real property.

3.5.4 Required Documentation for Submission of Invoices

Sub-Grantee agrees to maintain and provide the following documentation to CSBD, along with Sub-Grantee's invoice for payment. Sub-Grantee understands that invoices submitted without the below described documentation will not be honored.

- a. For mileage reimbursement requests, Sub-Grantee shall use the CSBD mileage form or their own form which contains the same information. Mileage from home to work will not be reimbursed. Sub-Grantee is limited to the CSBD rate when reimbursing its staff for mileage.
- b. For staff payroll reimbursement requests, Sub-Grantees submit time sheets and payroll information. Sub-grant recipients who do not have certified payroll systems in which the payroll register is supported by time sheets must establish a sign-in system. Time sheets shall reflect time allocated across cost categories, contracts or other activities, whether paid for by CSBD or not.
- c. In general, Sub-Grantee must submit copies of the front and back of cancelled checks where applicable of a copy of the electronic payment to substantiate their expenditures in order to be reimbursed. For purchases, Sub-Grantee shall also submit all procurement documentation, and a copy of the front and back of the cancelled check applicable to the procurement.

- d. For proprietary materials such as books and supplies, Sub-Grantee shall provide signed receipts from students acknowledging delivery of the materials for which CSBD is being charged, along with the front and back of cancelled checks where appropriate.
- e. For reimbursement of rental and utility charges, Sub-Grantee shall provide a copy of the lease and, as appropriate, a copy of the entire phone bill, utility bill, and/or rental Sub-grant Agreement along with the front and back of the cancelled check.
- f. Sub-Grantee may be requested to provide access to participant case notes, participant progress reports and competency tests.

3.5.5 Credits

- a. In the event Sub-Grantee requests a reimbursement for a security deposit on leased equipment or space or other good or service, which payment will be reimbursed to Sub-Grantee at a later date or makes a payment in advance for a good or service for which a credit is later due Sub-Grantee, or receives a credit or discount for an over payment or an aggregated volume purchase or any other discount or reduction in cost, Sub-Grantee shall report such credit, discount or return of payment or overpayment to CSBD and shall be responsible for returning the funds to CSBD.
- b. CSBD reserves the right to deduct such credits, discounts or return payments due or paid to Sub-Grantee, from any outstanding invoice under this Sub-grant Agreement or any Sub-grant Agreement in force between CSBD and the Sub-Grantee at the time of identification of the credit, returned payment, discount or other financial benefit made available to Sub-Grantee as a result of funds made available to Sub-Grantee under this Sub-grant Agreement. CSBD's right to such credits, discounts or return payments are in addition to any other rights or remedies accruing to CSBD under this Sub-grant Agreement and shall survive the termination of this Sub-grant Agreement.

3.5.6 Changes to the Budget

Any change to the budget requires a written request from Sub-Grantee, approval by CSBD and the execution of a Sub-Grant Amendment.

3.5.7 Release of Claims Upon Final Payment

The Sub-Grantee, upon final payment of amounts due under this Sub-grant Agreement, less any credits, refunds, or rebates due to CSBD, hereby releases and discharges CSBD from any financial claims arising from this Sub-grant Agreement.

3.6 Payment Adjustments/Suspensions

3.6.1 Reimbursement of Non-Budgeted and Unallowable Costs

CSBD shall not reimburse or pay any expenditures, costs, or payments for goods and/or services to Sub-Grantee which are found to be unallowable, or which are found to be inconsistent with the last approved budget; provided, however, that said budget may be revised for more efficient and effective use of monies available under the Sub-grant Agreement upon written request by the Sub-Grantee to CSBD and written approval thereof by CSBD in advance of the expenditure.

3.7 Property Management

3.7.1 Property Use Limited to the Program

- a. Property leased or purchased with grant funds, including personal or real property shall only be used in implementing the CSBD programs funded by this Sub-grant Agreement or any amendment hereto. Title to property purchased with funds made available through this Sub-grant Agreement shall vest with the State of Florida and/or CSBD and the property shall be returned to CSBD upon termination of this Sub-grant Agreement.
- b. Sub-Grantee shall not use contract funds to purchase a part or portion of personal property.
- c. In the event that Sub-Grantee enters into a lease for real property with funds under this Sub-grant Agreement:
 - i. Sub-Grantee shall assure the lease contains a deobligation clause similar to that contained in this Sub-grant Agreement.
 - ii. The lease shall not obligate CSBD.
 - iii. If the lease is for a facility owned by Sub-Grantee, then lease payments shall be limited in amount in accordance with the 2 CFR 200.

3.7.2 Sub-Grantee Procurement Requirements

- a. Sub-Grantee agrees to adhere to the requirements set forth in 2 CFR 200.320 in the procurement of goods and services under this Sub-grant Agreement.
- b. Sub-Grantee shall secure CSBD's written approval for the purchase of items not included in Sub-Grantee's budget.
- c. Sub-Grantee shall avoid all conflicts of interest either real or perceived in the procurement of goods and services with contract funds and in the execution of their obligations under this Sub-Grant Agreement.

3.7.3 Sub-Grantee Use of Alternative Procurement System

If Sub-Grantee's purchasing and procurement system is more stringent than that required by 2 CFR 200.320 Sub-Grantee may utilize their procurement system.

3.7.4 Sub-Grantee's Failure to Produce Records

Sub-Grantee expressly agrees that it shall reimburse CSBD for any funds expended under this Sub-grant Agreement or amendment hereto when the Sub-Grantee does not nor cannot produce the documents required to demonstrate that the procurement requirements of this section have been followed or to support/ substantiate that the goods and/or services procured and/or purchased have been received.

3.7.5 Inventory Tags

Upon receipt by CSBD of Sub-Grantee's invoice for the purchase of property with CSBD funds, CSBD shall provide Sub-Grantee with inventory tag numbers which tags shall be affixed to the property.

3.7.6 Insurance Coverage for Property

- a. Sub-Grantee shall provide insurance coverage for all property purchased with CSBD funds in the event of loss or damage and shall list CSBD as the named insured with regard to such property.
- b. Any loss, theft, or damage to CSBD/State property, along with the property's inventory tag number shall be reported to CSBD and the local police department as soon as possible following discovery of the

loss, theft, or damage, but in any case, not later than thirty (30) days following the actual loss, theft, or damage.

- c. Any recovery made by Sub-Grantee following a report to Sub-Grantee's insurer of the loss, theft, or damage shall be reported to CSBD. CSBD will then inform Sub-Grantee as to whether or not it may use the funds to replace the property or whether the monies should be returned directly to CSBD.

3.7.7 Requirement to Provide a Physical Inventory

Thirty (30) days prior to the end of this Sub-grant Agreement, Sub-Grantee shall present CSBD with a physical inventory of all property located in or out of the CSBD, One-Stop Centers purchased with CSBD funds by Sub-Grantee or CSBD. The physical inventory shall contain a reference to the Sub-grant Agreement under which funds were allocated for the purchase along with the CSBD inventory tag number.

3.7.8 Requirement to Return Property

Within thirty (30) days of the termination of this Sub-grant Agreement or any amendment hereto under which the property was purchased, Sub-Grantee shall return all property purchased with funds under this Sub-grant Agreement or any amendment hereto to CSBD except where Sub-Grantee and CSBD agree in writing that Sub-Grantee may continue to utilize such property for another WIOA, WTP or other grant funded activity.

- a. Sub-Grantee shall inform CSBD in writing by entering a "Track-It" within twenty-four (24) hours of the termination or resignation of any personnel whose salary is in whole or in part paid for under this Sub-grant Agreement so that their access to the CSBD network can be terminated,
- b. Sub-Grantee shall ensure that any equipment issued which was purchased with funds provided by CSBD or any equipment placed on Sub-Grantee's site by CSBD is collected from a terminated employee prior to their departure.

3.8 Sub-grant Agreement Closeout

- 3.8.1 Sub-Grantee shall comply with all provisions of CSBD's Sub-grant Agreement Closeout Procedures.

3.8.2 Closeout of the program funded under this Sub-grant Agreement upon termination of this Sub-grant Agreement shall be performed in accordance with the terms and conditions of WIOA and state regulations and procedures. Except as expressly waived by CSBD, closeout shall be completed prior to final payment for services performed pursuant to this Sub-grant Agreement. Sub-Grantee shall provide CSBD such information and materials within such time periods as CSBD may require, necessary to complete closeout in accordance with applicable federal and state regulations and procedures.

3.9 Duplicate Funding

3.9.1 Prohibition Against Double Payments

Sub-Grantee costs or earnings claimed under this contract may not also be claimed under another contract or grant from another agency.

3.9.2 Multiple Funding Sources

Sub-Grantee shall utilize a cost allocation methodology which assures that CSBD is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this Sub-grant Agreement. The cost allocation plan and supportive documentation shall be included in the audit of Sub-Grantee's program.

END OF ARTICLE 3

ARTICLE 4
GENERAL CONDITIONS

4.1 Sub-Grantee's Request for Proposal Response

4.1.1 Adherence to the Terms and Conditions of the RFP

- a. Sub-Grantee understands and agrees to adhere to the commitments and requirements established under CSBD's formal Request for Proposal Process and the Request for Proposals Response document, incorporated by reference.
- b. To the extent that any terms or conditions conflict with the terms and conditions as stated in this Sub-grant Agreement the language of the Sub-grant Agreement shall control.

4.2 Political Activity

4.2.1 Application of the Hatch Act

None of the funds or services under this Sub-grant Agreement shall be used for any partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) or the Federal Election Campaign Act, as amended (2 USC section 431).

4.2.2 Partisan and Nonpartisan Activities

No participant or employee whose salary is funded in whole or in part by this Sub-grant Agreement may engage in partisan or nonpartisan political activities during the hours for which the participant or employee is paid with federal grant funds.

4.2.3 Prohibition Against Acting as a Spokesperson for CSBD

No participant or employee whose salary in whole or in part is paid for with funds made available under this Sub-grant Agreement, may at any time, engage in partisan political activities in which such participant or employee represents himself/herself as a spokesperson for CSBD or the program funded under this Sub-grant Agreement.

4.2.4 Placement of Participant or Employees in Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Sub-grant Agreement shall be employed or out stationed in the office of a member of Congress or state or local legislator or on the staff of a legislative committee or in the office of any local elected official(s) of a state or a unit of local government without CSBD's express written approval.

4.2.5 Out Stationing to Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Sub-grant Agreement may be employed or out stationed in positions involving political activities.

4.3 Religious Activity

4.3.1 Prohibition Against Religious Activity

There shall be no religious worship, instruction, or proselytizing as a part of or in connection with the performance of Sub-Grantee's obligations under this Sub-grant Agreement.

4.3.2 Prohibition of Use of Funds for Religious Activities

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto in support of any religious activity or in support of any anti-religious activity. Participants shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

4.3.3 Compliance with the Jessica Lunsford Act

In accordance with Sub-Grantee and State of Florida, requirements CSBD agrees to comply with the Jessica Lunsford Act which consists of a level II background screening via fingerprinting of staff who will visit the program on school grounds when students are present. CSBD will comply with the requirements of the law at Florida Statute sec. 1012.465 and Section 1012.32 Florida Statutes.

4.4 Non-Discrimination

4.4.1 Compliance with Title VI of the Civil Rights Act

Sub-Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended, which prohibits discrimination on

the basis of race, color and national origin. In implementation Sub-Grantee agrees to comply with Executive Order 11246 as amended by Executive Order 11375 as well as with section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended.

4.4.2 Compliance with Age Discrimination Laws

Sub-Grantee must comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which protects individuals who are forty (40) years of age or older.

4.4.3 Compliance with the Rehabilitation Act

Sub-Grantee agrees to comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended which prohibits discrimination against qualified individuals with disabilities.

4.4.4 Compliance with Title IX of the Education Amendments of 1972

Sub-Grantee agrees to comply with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs.

4.4.5 Compliance with the Americans with Disabilities Act

Sub-Grantee agrees to comply with applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), in the course of providing services funded in whole or in part by this Sub-grant Agreement.

4.4.6 Compliance with WIOA Non-Discrimination Requirements

If Sub-Grantee is funded to provide WIOA services Sub-Grantee agrees to the requirements of WIOA Section 188 as follows:

a. Prohibition of Discrimination Regarding Participation, Benefits, and Employment.

No individual is excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any funded 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.

b. Prohibition of Discrimination on the Basis of Participant Status

No person may discriminate against an individual who is a participant in a program or activity that receives funds under this Sub-grant Agreement, 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.

c. Prohibition on Discrimination Including Prohibition on Discrimination Against Certain Non-Citizens

Sub-Grantee agrees not to discriminate 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. Participation in WIOA programs and activities shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

d. Application of USDOL Non-Discrimination Requirements

Sub-Grantee shall comply with 29 CFR part 37, 41 CFR part 6 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.

e. Harassment Free Workplace

Sub-Grantee shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The Sub-Grantee agrees to insert a similar provision in all subcontracts. Public Law 105-220, section 188.

4.4.7 Complaint Procedures

Sub-Grantee agrees to be governed by the complaint and compliance requirements as set forth in 29 CFR parts 31, 32 and 34 with respect to discrimination and equal opportunity requirements.

4.5 Grievances and Grievance Procedures

4.5.1 Sub-Grantee agrees to provide CSBD program participants access to the CSBD grievance procedures with respect to a non-criminal grievance or complaint arising in connection with WIOA programs operated by Sub-Grantee other than civil rights complaints. Sub-Grantee agrees to be

bound by any decision arrived at as a result of taking part in the procedure. With respect to WIOA participants, the final resolution of the grievance must be within sixty (60) days of the filing of the formal grievance or complaint as per the WIOA Regulations.

4.5.2 Sub-Grantee agrees to comply with the grievance procedures applicable to Providers in the event of a grievance with respect to CSBD.

4.5.3 Whenever CSBD forwards or notifies Sub-Grantee of customer complaints about the workforce system received from the State or other external sources Sub-Grantee shall assist CSBD in investigating the complaint in a timely manner, and agrees to take appropriate action to resolve the complaint as shall be determined by CSBD.

4.5.4 Hearings regarding grievances in which a finding is made in Sub-Grantee's favor are subject to state and federal approval and Sub-grant Agreement. If the State and/or federal oversight entity does not agree with the finding, whether it is regarding a participant complaint or a questioned or disallowed cost as a result of a monitoring or audit finding, Sub-Grantee shall comply with the State or federal determination and in the event of a questioned or disallowed cost Sub-Grantee shall be liable to CSBD for repayment of the cost which has been questioned or disallowed.

4.6 Communications, Program Names, Signage, Publicity and Publication

4.6.1 Sub-Grantee may not undertake any publicity or publish for public consumption any results or information about its program or the participants without prior review by the CSBD President/ CEO. All radio and television announcements/advertisements and general newspaper articles and advertisements must be coordinated through CSBD's Executive Department, and must indicate that the program is funded by the BWDB, Inc., and the CSBD Council of Elected Officials through funds made available through the State of Florida and the applicable grant funding stream. This requirement includes all participant forms, announcements, manuals, handbooks and other informational materials produced by Sub-Grantee.

4.6.2 Any public outreach using marketing materials such as but not limited to brochures, flyers, articles, presentations, electronic communiqués, promoting a CSBD funded program must be coordinated with and approved by the CSBD President/CEO or their designee. All media outreach efforts regarding CSBD funded programs must be done in

conjunction with and must be coordinated with and approved by the CSBD Vice President of Communications.

4.6.3 Communications, oral or written, between Sub-Grantee and CSBD and/or its governing boards shall be initiated through contact with the CSBD President/CEO prior to making any contact with the members of the CSBD governing boards.

4.6.4 In order to comply with the Steven's Amendment when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing the program funded in whole or in part by this sub-grant, Sub-Grantee shall include: 1) The percentage of the total costs and the dollar amount financed with funds under this Sub-grant and 2) The amount of non-federal contribution to the grant.

4.7 Sub-awards and Sub-contractors

4.7.1 Prohibition Against Assignment and Subcontracting

Sub-Grantee shall not assign, delegate, sub-grant, subcontract or in any way transfer any of its rights or responsibilities or any part of the work or services to be provided for under this Sub-grant Agreement without CSBD's prior written approval.

4.7.2 Subcontracts Must Be in Writing

Services approved for sub-granting or subcontracting shall be specified by a written Sub-grant Agreement and shall be subject to each provision of this Sub-grant Agreement. A copy of the subcontract shall be provided to CSBD upon request.

4.7.3 Subcontracts and Sub-awardee's Subject to Applicable Laws

All subcontracts shall be subject to the federal, state, and local laws and regulations governing the grant funds awarded to Sub-Grantee under this Sub-grant Agreement.

4.7.4 Subcontracts Subject to Procurement Requirements

Selection of subcontractor(s) is subject to the procurement requirements described in this Sub-grant Agreement.

4.7.5 Notice of Actions Involving Subcontractors

The Sub-Grantee shall give CSBD immediate notice in writing of any action or suit filed, or of any claim made against the Sub-Grantee by any subcontractor or vendor which in the opinion of the Sub-Grantee may result in litigation, related in any way to this Sub-grant Agreement or any amendment hereto.

4.8 Notice

4.8.1 Notice to CSBD

All notices required to be given to CSBD under this Sub-grant Agreement shall be sufficient when hand delivered or mailed or delivered by same-day courier, or on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested, or upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS), to CSBD at its office at 2890 W. Cypress Creek Road, Ft. Lauderdale, FL 33309, addressed to the CSBD President/CEO with a copy to be forwarded to the Vice President of Operations.

4.8.2 Notice to Sub-Grantees

All notices required to be given to the Sub-Grantee under this Sub-grant Agreement shall be sufficient when hand delivered or mailed or delivered by same-day courier, or on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested, or upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS), to the Sub-Grantee at its office located as stated on page one (1) of this Sub-grant Agreement.

4.9 Assurances and Certifications

Sub-Grantee understands that CSBD is bound and must comply with the Assurances and Certifications appended hereto as Exhibit D.

4.10 Integration

4.10.1 Exhibits

The parties hereto agree and understand that the words and figures contained in the following list of documents are incorporated by reference, and are as fully a part of this Sub-grant Agreement as if such documents were set forth verbatim and at length herein.

a. Exhibit A – The OSY Budget

- b. Exhibit B - Individual Nondisclosure Confidentiality Certification
- c. Exhibit C – State Data Sharing Sub-Grant Agreement (Non- Disclosure and Confidentiality Sub-grant Agreement)
- d. Exhibit D – Assurances
- e. Exhibit E - Debarment Form
- f. Exhibit F - Lobbying Form
- g. Exhibit G – Lobbying Certification Form
- h. Exhibit H – Drug Free Workplace Certificate
- i. Exhibit I – Certification Regarding Environmental Tobacco Smoke
- j. Exhibit J - The Request for Proposal and Sub-Grantee's Request for Proposal Response except as it has been modified by Article 7 the Work Statement including the Work Activity Schedule submitted by Sub-Grantee with their proposal response.
- k. Exhibit K - WIOA, Public Law 105-220 (Aug. 7, 1998), WTP Public Law 104-193 (August 22, 1997), statutes and regulations applicable to the grant funding streams identified in Sub-Grantee's budget.
- l. Exhibit L - Child Labor Laws, as applicable. Exhibit L - Child Labor Laws (29 USC 203): Employment of Minors Between Fourteen (14) and Sixteen (16) Years of Age (Subpart C), Occupations Particularly Hazardous for the Employment of Minors Between Sixteen (16) and Eighteen (18) Years of Age or Detrimental to Their Health or Well-being (subpart E).
- m. Exhibit M - Immigration and naturalization service regulations for employers and employees **Public Law 107 -124 and 107-125**

4.10.1 Exhibit J is a public record and is in the possession of Sub-Grantee and CSBD, it is not attached to the Sub-grant Agreement and is maintained in the CSBD Offices. Exhibits K, L and M are public laws and are not attached to this Sub-grant Agreement.

4.10.2 A copy of all the above documents, other than the statutes and regulations, which are public documents, will be maintained on file at the CSBD offices. One (1) copy of the executed Sub-grant Agreement and Exhibits will be furnished to the Sub-Grantee by CSBD.

4.11 Vested Powers

All powers not explicitly vested in the Sub-Grantee by this Sub-grant Agreement will remain with CSBD.

4.12 Termination

4.12.1 This Sub-grant Agreement may be terminated as follows:

- a. CSBD or Sub-Grantee may request a termination for convenience upon thirty (30) days prior written notice to Sub-Grantee or such shorter period as may be mutually agreed to by the Sub-Grantee and CSBD. Sub-Grantee will be entitled to receive compensation for services performed in accordance with the conditions set forth herein through the date of termination. However, CSBD shall not be liable for any expenses incurred by the Sub-Grantee after the effective date of termination of the Sub-grant Agreement or any amendment hereto.
- b. CSBD may immediately terminate this Sub-grant Agreement if either the federal government or the State of Florida fails to provide CSBD with the grant(s), under which this Sub-grant Agreement is funded.
- c. CSBD may terminate this Sub-grant Agreement at any time that the CSBD authorized representative, which shall be the President/CEO, determines that:
 - i. Sub-Grantee has failed to provide any of the services Sub-Grantee has contracted to provide; or
 - ii. Sub-Grantee has failed to comply with any of the provisions contained in this Sub-grant Agreement or any amendment hereto; or
 - iii. Sub-Grantee fails to perform in whole or in part under this Sub-grant Agreement or fails to make sufficient progress so as to endanger the performance of Sub-Grantee's obligations to provide the contracted for programs or services; or
 - iv. Sub-Grantee has failed to comply with the statutes or regulations applicable to the programs/services funded by this Sub-grant Agreement or any amendment hereto; or,
 - v. Sub-Grantee has failed to take corrective action as described in Article 4 section 4.12.2, or

- vi. Sub-Grantee has taken an action, which in the opinion of the CSBD President/CEO, the CSBD monitors, auditors, the State, the BWDB, or the CSBD Council of Elected Officials, jeopardizes the program or the funds made available under this Sub-grant Agreement.
- vii. Sub-Grantee has employed illegal aliens in violation of the Immigration and Nationality Act, 8 U.S.C. 1324(a).

4.12.2 Suspension and Termination

If CSBD elects to terminate this Sub-grant Agreement under the provisions set forth in Article 4, Section 4.12.1, above, CSBD may immediately suspend the Sub-grant Agreement and refuse any payments due the Sub-Grantee. The Sub-Grantee shall be notified in writing of CSBD's suspension and of CSBD's termination of the Sub-grant Agreement. If CSBD allows the Sub-Grantee a period of resolution to correct the problem, then Sub-Grantee shall have ten (10) working days in which to respond in writing with a corrective plan. Failure to respond with a corrective plan acceptable to CSBD shall result in a termination notice to Sub-Grantee effective from the time of the original suspension.

4.12.3 Suspension of Payments

CSBD may immediately suspend payment to Sub-Grantee at any time that the CSBD President/CEO has sufficient cause to seek termination of this Sub-grant Agreement as described in Article 4, Section 4.12. If CSBD grants the Sub-Grantee the opportunity to correct the problem, then suspension of payments shall remain in effect until CSBD determines the problem has been resolved and the program continues, or until CSBD terminates the program, at which time no payments would be made after the date of the original suspension.

4.12.4 Payments Due Sub-Grantee in the Event of a Termination

In the event of a termination, the Sub-Grantee shall be paid for services rendered up to the date of termination as described above, however, from the amount due there shall be deducted:

- a. All advances or other payments on account made to the Sub-Grantee which are applicable to the terminated portion of this Sub-grant Agreement; and
- b. Any credits, discounts or overpayments as described in Article 3 above; and

- c. Any claim which CSBD may have against the Sub-Grantee in connection with this contract or any other prior Sub-grant Agreement; and
- d. The agreed-for-price for, or the proceeds of the sale of, any materials, supplies or other things acquired by the Sub-Grantee or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to CSBD; and
- e. Any outstanding questioned or disallowed costs attributable to the Sub-Grantee arising out of an investigation, monitoring report or audit of this Sub-grant Agreement or any other Sub-grant Agreement Sub-Grantee had with CSBD; and
- f. Any unallowable costs; and
- g. If a termination under this Sub-grant Agreement is partial, prior to the settlement of the terminated portion of this Sub-grant Agreement, the Sub-Grantee may file a request in writing with CSBD for an equitable adjustment of the price or prices specified in the Sub-grant Agreement relating to the continued portion of the contract.

4.12.5 Sub-Grantee Liability

In the event of a termination for cause, Sub-Grantee shall be liable to CSBD for damages sustained by CSBD by virtue of any breach of the Sub-grant Agreement by the Sub-Grantee including court costs and reasonable attorney's fees.

4.13 Maintenance of Effort

4.13.1 Sub-Grantee Assurance Labor Conditions

To assure maintenance of effort the program funded by this Sub-grant Agreement:

- a. Shall result in an increase in workforce opportunities over those, which would otherwise be available.
- b. Shall not result in the displacement of currently employed workers by either a participant or an individual employed to carry out the obligations under this Sub-grant Agreement, including partial

displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.

- c. Shall not impair current contracts for services or collective bargaining Sub-grant Agreements or result in the substitution of federal funds made available by this Sub-grant Agreement to subsidize work that would otherwise be performed by the Sub-Grantee.
- d. Shall not create a job in a promotional line for either a participant or an individual employed to carry out the obligations under this Sub-grant Agreement, which will infringe in any way upon the promotional opportunities of a currently employed individual.
- e. When Sub-Grantee anticipates a situation, such as that described in Article 4, Section 4.13 above, Sub-Grantee shall immediately notify CSBD and await instruction prior to expending any funds as contracted for in connection with the operation of its program.

4.13.2 Participant Placement

No participant shall be employed or job opening filled with an individual whose salary is funded by this Sub-grant Agreement:

- a. When any other individual is on lay-off from the same or any substantially equivalent job; or
- b. When the employer/Sub-Grantee has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant or employee whose wages are subsidized by federal grant funds or paid for with federal grant funds.

4.13.3 Relocation

Sub-Grantee shall not use any of the funds under this Sub-grant Agreement to encourage, or induce the relocation of an establishment. Sub-Grantee shall not enter into any Sub-grant Agreement or relationship with a relocated establishment for the conduct of customized or skill training, on the job training, or company specific assessments of job applicants for a period of one hundred and twenty (120) days after the establishment has opened its doors for business with the general public. Establishments include successors in interest. Violations of this section shall result in double damages to be repaid to CSBD.

4.14 Nepotism

4.14.1 Prohibition in Employment

Sub-Grantee may not hire a person in an administrative capacity, staff position, or on-the-job training position funded through a federal grant if a member of that person's immediate family is employed in an administrative capacity for CSBD or the Sub-Grantee. Sub-Grantee shall make full disclosure regarding any procurements which are not arm's length including small business purchases, and may not enter into any Sub-grant Agreements or make purchases without CSBD's approval where a conflict of interest, or the appearance of a conflict of interest exists or the purchase is not arm's length and involves a family member as described herein, or a business partner or related company.

4.14.2 Applicability of Stricter Standards

Where the Sub-Grantee's nepotism guidelines or state or local guidelines are more stringent than the above requirement, those guidelines shall be followed instead.

4.14.3 Individual Recommendations

No individual whose salary is funded in whole or in part under this Sub-grant Agreement, or who is responsible for carrying out the obligations under this Sub-grant Agreement shall appoint, employ, advance, or advocate for the appointment, employment, promotion, or advancement, a member of that individual's immediate family, to a position with the Sub-Grantee's organization.

4.14.4 Procurement of Goods and Services

Neither Sub-Grantee nor any individual whose salary is funded in whole or in part under this Sub-grant Agreement, or who is responsible for carrying out the obligations under this Sub-grant Agreement for the Sub-Grantee, shall enter into a contract, and/or purchase goods, and/or services with funds made available under this Sub-grant Agreement from:

- a. A member of that individual's immediate family.
- b. A member of Sub-Grantee's staff or their immediate family or

- c. From a Consultant or Subcontractor unless the item was separately procured and CSBD approved the purchase after full disclosure, or
- d. From a related company or affiliate of any of the individuals or entities identified herein.

4.14.5 Definition of Immediate Family Member

Immediate family member for purposes of this section shall mean a wife, husband, son, daughter, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, mother, father, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, grandchild, half-brother, half-sister and first cousin.

4.15 Application of the Davis Bacon Act to Programs Operated Under this Sub-grant Agreement

4.15.1 Davis Bacon Wages

Sub-Grantee agrees to apply Davis Bacon wage rates to projects funded under this Sub-grant Agreement which involve construction, alteration or repair including painting and decorating of buildings, projects, and works which are not ordinarily done by Sub-Grantee's regular work force.

4.15.2 Copeland Anti-Kickback Act

Sub-Grantee shall comply with the requirements of the Copeland Anti-Kickback Act 40 U.S.C. § 276c (1995)/18 U.S.C. 874 and the regulations promulgated thereunder 29 CFR § 3 (1995)/29 CFR § 5 (1995).

4.16 Prohibition Against Unallowable and Criminal Activities

4.16.1 Unallowable, Fraudulent and Criminal Activities

- a. Sub-Grantee shall not enroll ineligible individuals, embezzle, willfully misapply, steal or obtain by fraud any moneys, funds, assets or property which are the subject of this Sub-grant Agreement or amendments hereto. If Sub-Grantee violates this provision, Sub-Grantee shall be required to refund all monies and shall be subject to the sanctions of the applicable grant legislation and to the criminal provisions of Title 18 of the United States Code Section 665. The Sub-Grantee shall also be subject to the immediate suspension of

payments by CSBD under this Sub-grant Agreement and amendments hereto and immediate termination by CSBD of this Sub-grant Agreement and any amendments hereto.

- b. Sub-Grantee shall comply with 2 CFR 200.113 and promptly make a written disclosure to CSBD whenever it has "credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations" or a violation of the civil False Claims Act.

4.16.2 Reporting of Waste, Fraud and Abuse

Sub-Grantee may not require employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting their employees or contractors from reporting such waste, fraud, or abuse. P.L. 115-141, Division E, Title VII, Section 743.

4.16.3 Prohibition Against Solicitations and Gratuities

Sub-Grantee agrees and understands that no officer or employee of the Sub-Grantee shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential sub-contractor or employer or from any staff person or elected official connected with CSBD.

4.16.4 Prohibition on Contracting with Corporations with Felony Criminal Convictions

Sub-Grantee certifies that neither they nor any of their officers or directors have been convicted of a felony criminal violation under any Federal law within the preceding 24 months and agrees that they will not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months. P.L. 115-141, Division E, Title VII, Section 746.

4.16.5 Prohibition on Contracting with Corporations with Unpaid Tax Liability

Sub-Grantee certifies that they have no unpaid Federal tax liability and that they will not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability. P.L. 115-141, Division E, Title VII, Section 745.

4.16.6 Prohibition Against the Payment of Fees

Sub-Grantee agrees and understands that no funds provided for by this Sub-grant Agreement or amendments hereto shall be used for the payment of a fee charged to an individual for the placement or referral of that individual to a training program funded under WIOA.

4.16.7 Requirement for Blocking Pornography Pursuant to P.L. 115-141, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

4.16.8 Prohibition Against Lobbying

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto for lobbying federal, state, or local legislators in accordance with the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352

4.16.9 Prohibition on Providing Federal Funds to ACORN

Sub-Grantee may not provide sub-grant funds to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors. P.L. 115-141, Division H, Title V, Section 522.

4.16.10 Prohibition on Trafficking in Persons

During the time this sub-grant is in effect Subrecipient and subrecipients' employees may not (A) Engage in trafficking in persons (B) Procure a commercial sex act or (C) Use forced labor in the performance of this subaward under the award and shall be in compliance with 22 U.S.C. 7102 et seq.

4.17 Child Labor Laws and the Pro Children Act

- a. Sub-Grantee shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Sub-grant Agreement or amendments hereto.
- b. Sub-Grantee agrees to comply with the Pro-Children Act 20 U.S.C. 6083.
- c. Prohibition on Procuring Goods Obtained Through Child Labor

Sub-Grantee agrees not to expend funds for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 18, 2015. DOL listed at: <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>. P.L. 115-141, Division H, Title I, Section 103.

4.18 Collective Bargaining Sub-Grant Agreements

4.18.1 Application of Collective Bargaining Sub-Grant Agreements

Sub-Grantee agrees and understands that it must comply with and shall not violate the terms and conditions of any collective bargaining Sub-grant Agreement in effect during the course of this Sub-Grant Agreement.

4.18.2 Activities Inconsistent with Collective Bargaining Sub-Grant Agreements

If the program funded under this Sub-grant Agreement would be inconsistent with the terms of a collective bargaining agreement, then Sub-Grantee shall seek the written concurrence of both the labor organization and the employer concerned prior to operating such programs. Failure to receive a response to a written request may be deemed concurrence.

4.19 Unions

4.19.1 Use of Funds

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto to assist, promote, or deter union organizing.

4.19.2 Placement During a Work Stoppage

No participant may be placed into, or remain working in any position which is affected by labor disputes involving a work stoppage. Sub-Grantee shall make every effort to relocate participants who wish to remain working, into suitable positions unaffected by the work stoppage.

4.19.3 Union Membership

Sub-Grantee shall not require any participant in a position funded by this Sub-grant Agreement to join a union in order to receive institutional

training unless the participant is subject to a collective bargaining Sub-grant Agreement containing a union security provision.

4.20 Working Conditions

4.20.1 Appropriate Conditions

Sub-Grantee agrees that conditions of employment and/or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participants.

4.20.2 Hazardous and Dangerous Conditions

Sub-Grantee shall not place participants at work or training sites which are or could reasonably be expected to be hazardous, dangerous, unsafe or unsanitary. Participants assigned to work in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.

4.20.3 Benefits and Working Conditions

Participants shall be accorded the same benefits and working conditions accorded other employees working a similar length of time and doing similar types of work.

4.20.4 Health and Safety Standards

Health and Safety Standards established by state and federal laws applicable to working conditions of employees shall be equally applicable to participants. At a minimum contractor shall comply with the Work Hours and Safety Standards Act, 40 U.S.C. 327 et al and 29 CFR part 5.

4.20.5 Fair Labor Standards

Sub-Grantee shall adhere to the Fair Labor Standards Act with respect to hours of work and working conditions as appropriate and to the Fair Labor Standards Act Amendment for Major Disasters. P.L. 115-141, Division H, Title I, Section 109

4.20.6 Contributions to Retirement Systems

No funds available under this Sub-grant Agreement may be used for contributions on behalf of any participant to a retirement system or plan.

4.21 Program Income

4.21.1 Program Income Must be Returned to CSBD

All income as defined in Article 2, Section 2.50, realized in operating a program provided for under this Sub-grant Agreement or any amendment hereto shall be reported to and returned to CSBD at the end of each quarter during which the income was realized and, in any event, shall be reported and returned to CSBD upon termination of this Sub-grant Agreement. Program income does not include income from royalties and license fees for copyrighted material, patent, patent applications, trademarks, and inventions.

4.21.2 Audits Must Contain a Program Income Schedule

Sub-Grantee agrees to include in their audits a schedule prepared by their auditor detailing program income realized under this contract.

4.21.3 Continuation of Program Income Revenues

Rental income and user fees on real and personal property acquired with contract funds shall continue to be program income upon termination of this Sub-grant Agreement. Sub-Grantee shall make provision for accounting for such funds and returning the income to CSBD.

4.21.4 Sub-Grantee Use of Program Income

In the event that Sub-Grantee wishes to use program income to further or enhance activities funded by this Sub-grant Agreement Sub-Grantee may request such permission in writing from the CSBD President/CEO who shall consider such request and reply in writing either approving or denying the request. There shall be no appeal of the President/CEO's decision. Program income may only be used for allowable activities and costs. In the event that the use of program income is approved it shall be added to contractor's budget in accordance with the amendment provisions under this Sub-grant Agreement.

4.22 Insurance and Bonding

4.22.1 Sub-Grantee agrees to maintain the insurance required by this Sub-Grant Agreement in full force and effect throughout the term of this Sub-Grant Agreement and during any renewal or extension term of the Sub-Grant Agreement. The insurance shall be of such types and in accordance with the terms and limits noted below. Providing proof of and

maintaining adequate insurance coverage are material obligations of the Sub-Grantee.

4.22.2 Sub-Grantee will provide CSBD Certificates of Insurance, evidencing the required coverage prior to Sub-Grant Agreement start including all endorsements required herein and shall keep such certificates current during the entire term of this Sub-Grant Agreement. If Sub-Grantee fails to maintain insurance as specified in this Sub-Grant Agreement, CSBD may terminate this Sub-Grant Agreement upon seven (7) days' written notice. The certificates of insurance shall:

- a. Provide that the Insurance shall not be changed, canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to CSBD. If a thirty (30) day notice of cancellation endorsement is not received, the cancellation clause must include language as follows:

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED.

- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- c. If the Sub-Grant Agreement term goes beyond the expiration date of the insurance policy, Sub-Grantee shall provide CSBD with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. CSBD reserves the right to suspend the Sub-Grant Agreement until this requirement is met.

4.22.3 Any costs for adding CSBD as an additional insured may be reimbursed by CSBD and shall be included in the Sub-Grantee's budget

4.22.4 The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Sub-Grant Agreement date or prior.

- a. The certificate shall contain the title of the insurance contract and contract number.

b. The Certificate Holder should read as follows: CareerSource Broward, 2890 W Cypress Creek Road, Fort Lauderdale, FL 33309

4.22.5 The Sub-Grantee's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Sub-Grantee shall not be interpreted as limiting the Sub-Grantee's liability and obligations under this Sub-Grant Agreement. The policy or policies of insurance required by this Sub-Grant Agreement must be issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by CSBD. Coverage will be on the most current form of the relevant policy. The policy or policies of insurance maintained by the Sub-Grantee shall provide the minimum limits and coverage as applicable to this project as set forth herein.

4.22.6 Deductible of Self Insurance Retention

a. Sub-Grantee has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

b. All insurance policies required by this Sub-Grant Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000, which deductible shall be subject to approval by CSBD. Sub-Grantee shall be solely responsible for reimbursement of any deductible to the insurer

4.22.7 If the Sub-Grantee's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Sub-Grant Agreement, the Sub-Grantee may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

4.22.8 Any exclusion or provision in the insurance maintained by the Sub-Grantee that excludes coverage for work contemplated in this Sub-Grant Agreement shall be unacceptable and shall be considered breach of contract.

- 4.22.9 Sub-Grantee shall provide notice of any and all claims, accidents, and any other occurrences associated with this Sub-Grant Agreement to Sub-Grantee's insurance company and to the CSBD VP of Operations and the CSBD VP of Human Resources as soon as practical.
- 4.22.10 It is the Sub-Grantee's responsibility to ensure that any and all of Sub-Grantee's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Sub-Grantee.
- 4.22.11 CSBD shall retain the right at any time to review the coverage, form and amount of the insurance required hereby (as described above). If, in the opinion of CSBD, the insurance provisions in this Sub-Grant Agreement do not provide adequate protection for CSBD, CSBD may, by providing Sub-Grantee at least sixty (60) days written notice, require Sub-Grantee to obtain insurance sufficient in coverage, form and amount to provide adequate protection. CSBD requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks which actually exist at the time a change in insurance is required. In event CSBD should change its insurance requirements as provided in this paragraph and Sub-Grantee shall secure different or additional insurance, the additional cost directly associated with meeting CSBD's new insurance requirements, if any, shall be charged to and paid by CSBD.
- 4.22.12 The Sub-Grantee shall maintain during the term of this Sub-Grant Agreement, the insurance and bonding specified below. This is in addition to the theft coverage required in Article 3.

a. Third Party Liability

COMMERCIAL/THIRD PARTY GENERAL LIABILITY insurance shall be maintained for the life of the contract. This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly or indirectly from the performance of the Sub-Grant Agreement. It must be an occurrence form policy. CSBD and its governing boards, the CSBD Council of Elected Officials and the Broward Workforce Development Board, Inc., their officers, directors, agents, servants, employees and volunteers shall be covered and named as an additional insured on the certificate for commercial general liability insurance with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader

Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Sub-Grantee. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for Bodily Injury Liability, Property Damage Liability and Personal injury. The policy must include coverage for Contractual Liability and Independent Sub-Grantees. The coverage shall contain no special limitation on the scope of protection afforded to CSBD, or the CSBD governing boards or their officers, directors, employees, and volunteers.

b. Fidelity Bond

Coverage in an amount not less than \$1,000,000 per loss for dishonest acts of the Sub-Grantee's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Sub-Grantee shall secure insurance through a surety bond to provide coverage for an amount equal to three months of the payroll, fee and cost of benefits awarded under this contract.

In the event that Sub-Grantee has several contracts with CSBD, the insurance policy shall cover an amount equal to three months of total costs across all contracts to include the payroll for the period, taxes and insurance, Sub-Grantee's fee and cost of benefits awarded. The policy shall name CSBD, the CSBD governing boards, the CSBD officers, directors and those employees in positions allowing for access to or control of funds to be paid to Sub-Grantee under this Sub-Grant Agreement. The Sub-Grantee agrees to reimburse CSBD for any loss incurred by CSBD under this Sub-Grant Agreement. Sub-Grantee shall be liable for any sums not covered and/or paid by their insurer.

c. Workers Compensation.

Coverage must be afforded per Federal and State of Florida, Chapter 440, Florida Statutes with minimum statutory limits or elective exemptions as defined in Section 440, Florida Statutes. Any person or entity performing work for or on behalf of CSBD must provide Workers' Compensation insurance. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against CSBD and the CSBD governing boards, their officers, directors, employees, and volunteers for all losses or damages. The Workers Compensation Policy must include

Employers' Liability with minimum limits of \$100,000 for each accident. CSBD requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from others or equivalent.

Participants on a work experience assignment subsidized with WIOA funds under this Sub-grant Agreement are covered for work related injuries by the State of Florida and in the event of an injury Sub-Grantee shall coordinate with the CSBD VP of Human Resources to coordinate coverage.

d. Non-Owner Coverage

Business Automobile Liability insurance for all Owned, Hired, Scheduled, and Non-Owned vehicles coverage for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. CSBD, the CSBD governing boards, their officers, directors, employees, and volunteers shall be named as additional insureds on the certificate of insurance. If Sub-Grantee does not own vehicles, Sub-Grantee shall have the option to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of an endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy. The insurance must be an occurrence form policy.

Directors and Officers, Employment Practice Liability and Errors and Omission Coverage

Non-governmental Sub-Grantees shall maintain Directors and Officers Liability Insurance, which shall include Employment Practice Liability and Errors and Omission Coverage. Errors and Omission Coverage may not be paid for with WIOA funds, Coverage shall be in the amount of at least one million dollars (\$1,000,000.00) and shall name CSBD Employment Solutions as an additional insured as required herein.

4.23 Independent Sub-Grantee

The Sub-Grantee understands and agrees that it is an independent contractor and no provision of this Sub-grant Agreement shall be construed as creating an agency or employment relationship between CSBD and Sub-Grantee or Sub-Grantee's employees.

4.24 Indemnification Applicable to State Agencies and Governmental Entities

If Sub-Grantee is a state agency as defined in Chapter 768.28, Florida Statutes, Sub-Grantee agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Sub-Grantee as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Sub-grant Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Sub-grant Agreement. To the extent considered necessary by CSBD any sums due Sub-Grantee under this Sub-grant Agreement may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Sub-grant Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

4.25 Conflict of Interest

4.25.1 Sub-Grant Agreement warrants that they did not solicit, pay, or offer some other form of consideration to any BWDB or CSBD Council Member, CSBD staff person, or other elected official or public officer in order to obtain this contract award.

4.25.2 Sub-Grantee assures that it is in compliance with the WIOA and other federal and state applicable conflict of interest restrictions.

4.25.3 Sub-Grantee agrees to abide by CSBD's Code of Conduct or with its own organizational Code of Conduct so long as it meets the minimum standard set forth in 2 CFR 200.

4.25.4 Neither Sub-Grantee nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Sub-Grantee's loyal and conscientious exercise of judgment related to performance under this Sub-Grant Agreement.

4.25.5 Sub-Grantee agrees that none of its officers or employees shall during the term of this Sub-Grant Agreement serve as an expert witness against CSBD, the CSBD Council of Elected Officials, or the BWDB, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her

expert opinion which is adverse or prejudicial to the interests of CSBD or the BWDB or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

4.25.6 In the event Sub-Grantee is given written authorization from CSBD to utilize subcontractors to perform any services required by this Sub-Grant Agreement Sub-Grantee agrees to prohibit such subcontractors by written contract, from having any conflicts as within the meaning of this section.

4.26 Applicability of Governing Laws

This Sub-Grant Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation arising out of or concerning this Sub-Grant Agreement shall be in Broward County, Florida.

In addition to other indemnification and assumption of liability agreed to herein, Sub-Grantee shall be responsible for the cost of legal defense awards, damages, penalties and/or fines for claims brought against Sub-Grantee and also naming CSBD for acts of commission and/or omissions on the part of the Sub-Grantee in relation to employees, consultants, agents or persons providing goods and/or services under this Sub-grant Agreement. Sub-Grantee may secure Directors and Officers Liability Insurance for coverage of such contingencies. Costs attributable to such coverage may be paid for with funds provided under this Sub-grant Agreement so long as it they are budgeted for within the line items of the budget attached as Exhibit A.

4.27 Sub-Grant Agreements in Excess of \$100,000.00

To the extent this contract is funded in excess of one hundred thousand dollars (\$100,000.00) of federal grant funds Sub-Grantee shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

4.28 Representation Regarding Quality

4.28.1 Sub-Grantee represents that all person delivering the services required by this Sub-grant Agreement have the knowledge and skills, either by

training, experience, education, or a combination thereof to adequately and competently perform the duties, obligations, and services set forth in this Sub-grant Agreement and to provide and perform such services to CSBD's satisfaction for the agreed compensation.

4.28.2 Sub-Grantee shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of services under this Sub-grant Agreement.

4.28.3 Sub-Grantee shall perform its duties, obligations, and services under this Sub-grant Agreement in a skillful, respectable and cost-conscious manner. The quality of Sub-Grantee's performance and all interim and final product(s) provided to or on behalf of CSBD shall be comparable to the best local, state and national services.

4.29 Transportation Requirement

If participants are to be transported and Sub-Grantee is receiving WTP funds Sub-Grantee shall comply with the provisions of F.S. 427 and Rule Chapter 41-2 FAC.

4.30 Health Insurance Requirements

4.30.1 Except for exemptions identified in the statute or regulations federal funds may not be used to enter into or renew a contract for health insurance coverage which includes a provision for drug coverage unless the contract includes a provision for contraceptive coverage. P.L. 115-141, Division E, Title VII, Section 726.

4.30.2 Health coverage must comply with the restriction on abortions Pursuant to P.L. 115-141, Division H, Title V, Sections 506 and 507.

4.31 E-Verify

4.31.1 Sub-Grantee agrees to comply with Florida Statutes 448.095 and shall:

- a. Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,
- b. Not employ, contract with, or subcontract with an unauthorized alien

- c. Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.

4.32 Prohibition on certain telecommuting and video surveillance services or equipment 2 CFR 200.216

4.32.1 Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably

believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country."

4.32.2 In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

4.33 Statutory and national policy requirements 2 CFR 200.300

The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

4.34 Executive Compensation

The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41U.S.C.4712, and 10 U.S.C. 324, 41 U.S.C. 4304 and 4310.

4.35 To the extent applicable Sub-Grantee shall comply with 2 CFR 200.322 Domestic preferences for procurement.

4.36 To the extent applicable Sub-Grantee shall comply with 2 CFR 200.323 Procurement of recovered materials.

END OF ARTICLE 4

ARTICLE 5

PROGRAM REQUIREMENTS

5.1 Monitoring

5.1.1 Sub-Grantee's Responsibility

Sub-Grantee shall develop a monitoring protocol for the programs being provided under this Sub-Grant Agreement as well for their fiscal operations and shall provide for the self-monitoring of their programs in accordance with Article 7.

5.2 Access to Records

5.2.1 Availability of Records

- a. At any time during the term of this Sub-Grant Agreement, or at any time during the record retention period following termination of this Sub-Grant Agreement, Sub-Grantee shall make all contracts, invoices, payroll records, personnel files, and any and all other records relating to the program, funded by this Sub-Grant Agreement, available and shall permit the Secretary of Labor, Comptroller General, the Governor, CSBD or their designated representatives to conduct on site or virtual evaluations, audits, investigations, and monitor program performance to ensure compliance with the terms of the Sub-Grant Agreement and amendments hereto.
- b. Sub-Grantee shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Sub-Grantee pertaining to any program funded by this Sub-Grant Agreement or amendment hereto, available to CSBD in Broward County, to the Comptroller General of the United States, the federal government and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost.
- c. Sub-Grantee shall assure that program and fiscal records are available to the monitors at the time of the start of all monitoring visits. CSBD shall provide Sub-Grantee with a schedule of monitoring visits.

5.2.2 Freedom of Information

Records maintained in support of the program funded by this Sub-Grant Agreement are not subject to the Freedom of Information Act (5 U.S.C. 552).

5.3 Record Retention

5.3.1 Five Year Retention Requirement

Sub-Grantee shall keep copies of all records, accounts, and documents pertaining to the operation of this Sub-Grant Agreement or any amendment hereto for not less than five (5) years following the expiration of this Sub-Grant Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Sub-Grant Agreement or amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

5.3.2 Title to Records Vests with CSBD

Sub-Grantee understands and agrees that the records it maintains for programs funded by this Sub-Grant Agreement are CSBD's property and are maintained for the benefit of CSBD. Therefore, Sub-Grantee shall not dispose of any records without the prior written consent of CSBD and in the event of a termination of the Sub-Grant Agreement shall either return all records to CSBD or shall maintain the records in accordance with the terms and conditions of this Sub-Grant Agreement and in a manner which will make them accessible through the record retention period.

5.3.3 Property Records

Sub-Grantee shall maintain all records pertaining to any property purchased with funds under this Sub-Grant Agreement for five (5) years following final disposition of that property. For purposes of this section, final disposition shall include a return of the property to CSBD. Any property returned to CSBD must be accompanied by all original records or certified copies thereof pertaining to the property.

5.3.4 Retention Period Commencement

The retention date of records shall commence with the termination of this Sub-Grant Agreement or any amendment hereto.

5.3.5 Production of Reports and Records

Sub-Grantee understands and agrees that when requested, Sub-Grantee shall complete and furnish to CSBD all forms, reports, documents, and program/fiscal records, within ten (10) days of said request unless other timeframes are required under this Sub-Grant Agreement. Failure to comply with this provision will result in CSBD's withholding the Sub-Grantee's reimbursement until such time that the Sub-Grantee complies with CSBD's request.

5.4 PELL Grants and Other Financial Aid

5.4.1 Application for PELL

Sub-Grantee shall assist all CSBD participants, referred or approved to receive tuition assistance for training, with the application process for PELL Grants, or other federal, state, or local financial assistance as appropriate.

5.4.2 Coordination of PELL, Other Awards and WIOA

If Sub-Grantee is a Title IV eligible educational institution under the Higher Education Act, or is referring participants to training with such institutions, the institution's financial aid officer, or contractor, as appropriate, shall inform CSBD and or their contractor of the amounts and disposition of HEA Title IV awards and all other financial aid afforded to participants enrolled with the Title IV eligible educational institution within fifteen (15) days of the financial award. If tuition is included in the contract budget, the budget shall be subject to amendment in order to de-obligate or reprogram funds set aside for tuition and not used in order to avoid duplicate payments.

5.5 Enforcement of Sub-Grant Agreement Terms

The failure of CSBD to strictly enforce any of the provisions of this Sub-Grant Agreement, or to require strict performance by the Sub-Grantee of any of the provisions herein, shall in no way be construed to be a waiver of such provisions or any other provision contained herein nor shall it in any way affect the validity of this Sub-Grant Agreement or any part hereof, or waive the right of CSBD to enforce each and every provision herein. The Sub-Grantee is responsible for fulfilling all terms and conditions of this Sub-Grant Agreement. While CSBD may monitor the Sub-Grantee's performance under this Sub-Grant Agreement, the Sub-Grantee remains solely responsible for its performance. CSBD's monitoring of the Sub-Grant Agreement shall not constitute a notice, acceptance waiver or modification of any term or condition. Terms and conditions may only be

modified by written contract amendment as specified herein.

5.6 Audit

5.6.1 Governmental, Public and Private-Not-For-Profit Entities Requirement to Audit

- a. Sub-Grantee shall provide for the conduct of an external audit of the program funded by this Sub-Grant Agreement and any amendments hereto if total aggregate expenditures of federal funds received from any source total one million dollars (\$1,000,000.00) or more in any fiscal year. The audit shall be conducted in accordance with the provisions of the Federal Single Audit Act of 1996, as amended and in compliance with State of Florida requirements, and 2 CFR 200 Part F. In determining the federal awards expended in its fiscal year, Sub-Grantee shall consider all sources of federal awards. The determination of amounts of federal awards expended should be in accordance with 2 CFR 200 Part F.
- b. Audits shall cover the entire recipient organization for the organization's fiscal year. Compliance findings related to contracts with CSBD shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met if a match was required. All questioned costs and liabilities shall be fully disclosed in the audit report and if related to an award from CSBD to Sub-grantee shall reference the CSBD contract involved.

5.6.2 Commercial Entities Requirement to Audit

Commercial organizations receiving in excess of one million dollars (\$1,000,000.00) a year of federal grant funds, whether from CSBD or other funding sources, shall conduct a program specific independent financial and compliance audit in accordance with GAAS, or an organization wide audit conducted in accordance with 2 CFR 200 Part F that includes the federal funds received and the program conducted, within its scope. Reference 20 C.F.R. Part 667.200 (b)(2)(ii) and 45 C.F.R., Part 74.26 as they apply to WIOA and WTP funds.

5.6.3 Reimbursement for Audit Expense

Sub-Grantee agrees that although funds might be allocated in their budgets for audit expense, they will not seek reimbursement from CSBD for the costs of any audit in whole or in part, for any fiscal year in which

their expenditure of federal funds regardless of the source of receipt of those federal funds does not equal or exceed one million dollars (\$1,000,000.00).

5.6.4 Period of Performance

- a. Audits must be conducted, completed, and submitted within thirty (30) days of the receipt of the Audit Report following termination of this Sub-Grant Agreement or within nine (9) months after the end of the audit period which ever comes sooner.
- b. Failure to submit an Audit Report, as required, may result in the withholding of payments due Sub-Grantee under this or any other Sub-Grant Agreement in place with CSBD.

5.6.5 Identification of Program Income

Audit Reports shall include a schedule identifying program income as defined herein.

5.6.6 Disallowed and Questioned Costs

- a. Sub-Grantee shall be liable to CSBD for any disallowed or questioned costs that Sub-Grantee or CSBD incurs as a result of Sub-Grantee expending funds in violation of this Sub-Grant Agreement or in violation of federal, state or local statutes, regulations, rules, policies, or procedures.
- b. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to CSBD by Sub-Grantee within thirty (30) days of the issuance of the report.

5.6.7 Audit Resolution Procedures

Sub-Grantee agrees to be subject to the monitoring, review and audit resolution procedures established by CSBD, the State of Florida or the applicable federal agency and to cooperate with CSBD in the event that resolution cannot be achieved at CSBD's level.

5.6.8 Deduction from Monies Due Sub-Grantee

If this or any other Sub-Grant Agreement is in effect at the time of the identification of a questioned or disallowed cost, or a credit that is due

CSBD, CSBD may deduct the amount disallowed/questioned from any reimbursements or payments due Sub-Grantee.

5.6.9 Failure to Discover

CSBD's failure to either promptly discover or demand prompt payment for questioned or disallowed costs will not relieve Sub-Grantee from their obligation to repay the disallowance or questioned cost at the time of identification or demand.

5.6.10 Stand-In Costs

Sub-Grantee may with the written approval of CSBD and the State of Florida, substitute allowable uncharged costs or in-kind contributions, made from non-federal sources to support the program funded by this Sub-Grant Agreement, to stand in for a disallowed or questioned cost. Such contributions or in-kind payments must have been documented in Sub-Grantee's budget attached to this Sub-Grant Agreement and/or books of account as may be required by the federal rules. The expenditure must be supported by the Sub-Grantee's independent Audit Report. The uncharged costs must have been incurred in the same program year as the costs, which they are proposed to replace.

5.6.11 Expiration of the Sub-Grant Agreement

The expiration of the contract shall not affect CSBD's, the State's, or any applicable federal agency's right to audit, disallow, or question a cost, or Sub-Grantee's obligation to repay the cost.

5.6.12 Audit Requirements Upon Dissolution of Sub-Grantee's Organization or Termination of Sub-Grant Agreement

- a. In the event of the voluntary or involuntary dissolution of Sub-Grantee's organization Sub-Grantee shall inform CSBD, within twenty-four (24) hours of Sub-Grantee's knowledge of its intent to dissolve or of the involuntary dissolution of their organization, and prior to actual dissolution, agrees to allow CSBD to arrange for an immediate audit of Sub-Grantee's organization. CSBD may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Sub-Grant Agreement and any amendments hereto so that an immediate audit may be performed.
- b. Notice required by this section shall be in writing and in accordance with the Notice provisions contained herein.

- c. If Sub-Grantee is requested to provide CSBD with their records or elects to provide CSBD with all its records pertaining to this Sub-Grant Agreement or any amendments hereto they shall be delivered to the CSBD Vice President of Finance who is the designated custodian of the records for purposes of compliance with this section.
- d. Upon termination of this Sub-Grant Agreement for any reason Sub-Grantee agrees to allow CSBD to arrange for an immediate audit of Sub-Grantee's organization and/or the program/fiscal records, as appropriate. The audit may be organization wide or program specific in accordance with the requirements of the Office of Management and Budget and/or the State of Florida.

5.7 Amendments

5.7.1 Requests for Amendments

If either Sub-Grantee or CSBD wishes to modify, change, or amend this Sub-Grant Agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Sub-Grant Agreement. No such change shall be effective until approved by CSBD and/or the Sub-Grantee and a formal amendment to this Sub-Grant Agreement is executed by both parties.

- a. Sub-Grantee shall not be permitted to increase staff salaries not already provided for in the budgets attached hereto as Exhibits A and B, add new lines items or make other adjustments to the budget without a prior written contract modification request to CSBD.
- b. Sub-Grantee shall not make expenditures or otherwise encumber funds prior to execution of a formal amendment.
- c. Where modification requests include changes to the budget CSBD shall evaluate the cost reasonableness of the request and if appropriate justification is provided by Sub-Grantee a written amendment shall be executed.

5.7.2 Time for Requesting Amendments

Sub-Grantee may request an amendment to their Sub-Grant Agreement one (1) time per program year quarter. The deadline for the last request shall be May 15th for each year this Sub-Grant Agreement is in effect.

5.7.3 CSBD's Unilateral Rights to Amend

Sub-Grantee understands and agrees that CSBD may unilaterally amend this Sub-Grant Agreement to conform to changes in any federal or state statute, regulation, or policy which is applicable to the program funded by this Sub-Grant Agreement or any amendment hereto.

5.7.4 Amendments for Local Conditions

Sub-Grantee understands and agrees that CSBD may amend this Sub-Grant Agreement as regards reduction in training slots and/or a redirection of training areas affecting and reducing total funds available to Sub-Grantee, as a result of economic conditions and/or employment trends within Broward County's labor market.

5.8 Copyrights, Patents, Rights in Data

5.8.1 Non-Exclusive Use and License

- a. Sub-Grantee agrees that CSBD, the State, and the federal government shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use a copyright or patent or rights in data in any copyright, patent, work, or invention developed in whole or in part with contract funds or which Sub-Grantee purchases with contract funds.
- b. CSBD may utilize products as described in paragraphs "a" above in conjunction with fee for service activities developed or operated by CSBD.
- c. Sub-Grantee agrees to comply with this section regardless of whether or not a copyright or patent has been secured or applied for in connection with the materials, products, rights in data, intellectual property or other similar materials or part thereof developed in whole or in part with funds made available under this Sub-Grant Agreement.
- d. Any breach of this section shall entitle CSBD to damages at least equal to the fair market value of the materials, products, rights in data, intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

5.8.2 Curriculum materials developed and copyrighted with non-contract funds but which may be used for this project are not subject to this section.

5.9 CSBD Policies and Procedures

Sub-Grantee agrees to adhere to all CSBD policies and procedures applicable to the operation of the program.

5.10 Prior Sub-Grant Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, Sub-Grant Agreements, and understandings applicable to the matters contained herein and Sub-Grantee and CSBD agree that there are no commitments, Sub-Grant Agreements or understandings concerning the subject matter of this Sub-Grant Agreement that are not contained in this document. Accordingly, Sub-Grantee and CSBD, agree that no deviation from the terms hereof shall be predicated upon any prior representations or Sub-Grant Agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Sub-Grantee and CSBD.

5.11 Client Confidentiality

5.11.1 Sub-Grantee Records are subject to the Florida Public Records Law, Florida Statutes section 119.07. Sub-Grantee and CSBD agree to share confidential customer and program information as necessary but only within the limits established by federal and state laws and regulations governing confidentiality.

5.11.2 Sub-Grantee acknowledges that their employees and employees of FloridaCommerce who are supervised or guided by Sub-Grantee, and any subcontractors of Sub-Grantee, receive information obtained from employers, participants and unemployment compensation claimants in the performance of their duties and in the course of delivering workforce program services. The information received may include, but is not limited to job and program applicant registrations, job orders, employer reports, unemployment compensation claims and related records. This information is confidential and Sub-Grantee agrees to safeguard the information against unauthorized disclosure in accordance with 20 CFR 603 and Florida Statutes sections 443.171(5) and 443.1715.

- 5.11.3 Sub-Grantee understands and agrees that Welfare Transition Program participant records are confidential and exempt from public records disclosure pursuant to 45 CFR 205.50 and Florida Statutes section 414.295, and shall assure that safeguards are in place to protect the disclosure of such records.
- 5.11.4 Sub-Grantee, its employees, and individuals under the supervision of Sub-Grantee and subcontractors of Sub-Grantee in the course of performing their duties who receive and utilize confidential workforce program information shall:
- a. Maintain the confidentiality of employer, employee and participant.
 - b. Identity and any and all related information pursuant to state and federal law and regulations. All individuals with access to the herein described records shall sign the "Non-Disclosure and Confidentiality Sub-Grant Agreement" and return it to the CSBD Sr. Vice President of Operations. A copy of the certification statement is attached as Exhibit C, and Sub-Grantee shall execute the Data Sharing Sub-Grant Agreement (Non-Disclosure and Confidentiality Sub-Grant Agreement), attached hereto as Exhibit D.
 - c. Abide by all present and future directives and CSBD policies issued in accordance with state and federal laws pertaining to workforce programs and grants, privacy requirements and data confidentiality. Official requests for information shall be handled in accordance with FloridaCommerce (formerly DEO) guidance FG 02-033, Confidentiality of Records and Public Records Requests and Subpoenas, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the FloridaCommerce website floridajobs.org.
 - d. Abide by data security measures imposed by the Department of Children and Families, or any other entity as necessary to comply with the Health Insurance Portability and Accountability Act (HIPAA) and, if requested by CSBD, Sub-Grantee shall execute a Business Associate Sub-Grant Agreement for the purpose of complying with HIPAA. If required by HIPAA or other laws, Sub-Grantee shall include in its "Notice of Privacy Practices" notice of Sub-Grantee's and CSBD's uses of client's Public HIPAA Information (PHI). The

requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Sub-Grant Agreement.

- e. Maintain the confidentiality of individual employer identifiable data. Individual employer identifiable data within the Labor Market Information (LMI) Program is confidential pursuant to Florida Statutes sections 443.171(5) and 443.1715, and Commissioner's Order 3-04 (USDOL). Labor Market Information (LMI) includes data such as labor force, employment, unemployment, unemployment rates, mass layoffs, employment and wages by industry and occupation, and employment projections. In publishable aggregate form, this data is not confidential. This data is collected and produced through cooperative Sub-Grant Agreements with the United States Department of Labor (USDOL), Bureau of Labor Statistics, and FloridaCommerce, Labor Market Statistics. The information is collected under a pledge of confidentiality to employers and must be treated in a manner that will ensure individual identifiable data will be accessible to only authorized persons. No information or records that would reveal the identity of any individual employer obtained from the Agency should be copied or disclosed to any party other than those authorized by Labor Market Statistics. Confidential employer information may be made available to Sub-Grantee employees and individuals under their supervision and Sub-Grantee subcontractors in the performance of their public duties including statistical research, economic forecasting, job search and training, and implementation and administration of state law.

5.12 Buy American

Any equipment or goods to be purchased under this Sub-Grant Agreement shall be purchased in accordance with the Buy American Act. 41 US Code §§ 8301 through 8303.

5.13 Drug Free Workplace

5.13.1 Sub-Grantee certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.

5.13.2 Sub-Grantee shall not use any of the funds under this sub-grant for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act.

ELIGIBLE TRAINING PROVIDER

VENDOR CONTRACT

2023-2026-ETP-11273

Between

CareerSource Broward

And

ALLIED HEALTH PROGRAMS FL, LLC DBA CITY COLLEGE

A Continuing Eligible Training Provider

Pursuant to the Steven's Amendment
Consolidated Appropriations Act of 2018, Pub. L. No. 115- 141, 132 Stat. 348, div. H,
Title V, Sec. 505 (Mar. 23, 2018)

1. The percentage and dollars of the total costs of the program or project which will be financed with Federal money is determined at the time of individual participant enrollment.

This is a master agreement. No funds are awarded under this contract.

This Agreement entered into on this 17th day of July, 2023 by and between CareerSource Broward, hereinafter referred to as "CSBD", and **ALLIED HEALTH PROGRAMS FL, LLC DBA CITY COLLEGE**, a for-profit corporation, registered with the State of FLORIDA, hereinafter referred to as "Contractor".

The term of this Agreement shall begin on the date the Agreement is executed by all the parties and shall terminate with the completion of the training of the last participant referred by CSBD to Contractor or June 30, 2026, whichever date comes later.

RECITALS

Whereas, the CSBD Council of Elected Officials, hereinafter, "Council" and the Broward Workforce Development Board, hereinafter "BWDB" have approved Contractor, and the Courses of training on the CSBD Eligible Training Provider List for the purpose of referring program participants for training under its various formula and discretionary, state and federal workforce grants; and

Whereas, Contractor agrees to provide the above referenced training, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

A. STATEMENT OF WORK

1. CSBD's ability to enter into this Contract is dependent upon Contractor's approval to be an Eligible Training Provider (ETP) for a one (1) year period of initial eligibility followed by a two (2) year period of subsequent eligibility pursuant to 20 CFR 680.450 and 680.460. Should Contractor fail to meet initial or subsequent eligibility this Contract shall be immediately terminated.
2. Contractor agrees to provide the course(s) of training as specified in the approved program description, submitted to CSBD for approval by its governing boards. Contractor shall notify CSBD of any changes in the approved program descriptions prior to the enrollment of any individual referred by CSBD.
3. Contractor shall provide their approved course(s) of training at its licensed facility, on-line or at an externship or clinical site based upon the approval granted by the BWDB at the time of submission of their application to be placed on the CSBD Eligible Training Provider List (ETPL).
4. Contractor's approval as an ITA provider does not obligate CSBD to refer participants.
5. Contractor understands that this Contract does not obligate CSBD to refer students to Contractor. However, Contractor may refer individuals to CSBD for a determination of their eligibility to receive financial assistance and a Training Voucher from CSBD. CSBD must offer participants "customer choice" and therefore does not guarantee that a student referred to CSBD by Contractor, will ultimately decide to enroll in Contractor's institution.

6. Contractor agrees to enroll participants as students in their institution and to provide the training as specified on the Training Voucher, as described below, presented to the campus Cashier or Registrar's office by a referred CSBD participant/student.
 - a. Course authorization shall only be transmitted via an original signed CSBD Training Voucher, or a Training Voucher transmitted electronically via DocuSign or similar verifiable signature software program delivered to Contractor in accordance with a process agreed to by the parties. Contractor shall not accept Training Vouchers via verbal approval such oral vouchers will not be honored by CSBD. CSBD will not reimburse Contractor for courses not on the official CSBD signed Training Voucher.
 - b. Contractor agrees not to enroll a referred participant into courses not listed on the Training Voucher. CSBD will not be responsible for reimbursement of the tuition or associated fees for unauthorized courses. Contractor shall not require any participant/student to sign a tuition Contract between the student and Contractor for unauthorized courses.
 - c. Training shall be in the occupational area identified on the Training Voucher with the specified weeks of instruction, and/or hours per course as outlined in Contractor's current academic year Course Catalogs and approved for the student at the time of their enrollment.
7. Participant Training Vouchers and Individual Training Accounts
 - a. An individual training account (ITA) refers to the scholarship amount available to pay for a participant / student's tuition or course(s).
 - b. Training Voucher refers to the instrument used by CSBD to identify the courses of study and the amount of ITA funds allocated to an individual participant for the courses and time frames described on the voucher.
 - i. Vouchers may be issued for less than the full amount of tuition or the cost of the course of study.
 - ii. Vouchers may be issued each semester if Contractor offers training on a semester basis or in increments applicable to the schedule of courses offered by Contractor.
 - iii. Participant/Students are issued a Training Voucher each semester or at the completion of a course of training prior to registration for the new semester or course. In order to receive a new Voucher CSBD must receive a copy of the participant/student's transcript or an acceptable form of progress report. Contractor or CSBD may obtain a FERPA to be able to share student information.
 - iv. Each Training Voucher will list the course selections and other items allowable for that participant/student.
 - c. Neither Contractor nor referred participant/students shall have any property rights which attach to an ITA.
 - d. The parties agree that Training vouchers are not transferable, cannot be sold and have no intrinsic value.

- e. From time-to-time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from CSBD. If a transfer is authorized by Contractor prior to receiving written approval from CSBD, CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.
 - f. Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old as they will be considered expired and CSBD shall not be obligated to reimburse for those Training Vouchers.
8. Contractor agrees to provide CSBD with the grade level at which the course material and textbooks for the individual courses of study are normed so that CSBD can properly determine a participant's qualifications to be successful in the course of study offered by Contractor.
9. Participant/students literacy and numeracy skills may be assessed by CSBD and a prospective participant/student who is not within one grade level of the course materials may be determined as ineligible for the course of training to be provided by Contractor.
10. Combining Pell Grants and Other Financial Aid with CSBD Financial Assistance
- a. Contractor's Financial Aid Office shall assist CSBD participant/students in determining their eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance or other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
 - b. CSBD will obtain a FERPA release from its participant/students so that Contractor can share PELL award information.
 - c. CSBD will issue an initial training voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to CSBD by Contractor.
 - d. Contractor agrees that they will not collect more than the advertised tuition for each participant/student enrolled. Contractor shall follow federal rules applicable to a determination of the order in which federal financial assistance shall be applied. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the Participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of Workforce Innovation and Opportunity Act of 2014 funds.
 - e. Contractor agrees to immediately inform CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility
 - f. Contractor will not defer or delay payments of PELL or other financial assistance to students.

11. PERFORMANCE

- a. The approval of Training Vouchers for a course of study is subject to performance by Contractor. Following CSBD governing boards' approval to add a course of study to

the ITA list, Contractor shall be limited to ten (10) CSBD student/participants for each course of study from the date that the contract is signed until such time as the seventy percent (70%) training-related placement rate can be documented, through Florida Education and Training Placement Information Program (FETPIP).

- b. A minimum of seventy percent (70%) of the students enrolled who complete training must be placed in a training related jobs within ninety (90) days or such other period as may be determined by the CSBD governing boards following their completion of training. Training related shall be determined in accordance with the State of Florida definition.
- c. Failure to meet performance shall result in the suspension or termination of referrals and award of an ITA for of the course of training or program. Referrals shall continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time Contractor may reapply for approval of the course or study of program.

B. COMPENSATION

1. Tuition or course fees shall be based on the tuition or course fee advertised to the general public.
2. The CSBD Training Voucher may cover enrollment, tuition, book and lab fees, registration and such other fees, as applicable, minus any scholarships or other financial aid the participant/student receives.
3. CSBD cannot reimburse tuition or course fees in excess of the CSBCF ITA cap or the actual cost of tuition or the course of training whichever is less
4. Contractor agrees to accept the CSBD Training Voucher for purposes of allowing participant/students to register and enroll in lieu of a cash, electronic payment or check prior to the start of classes. Contractor shall submit invoices to CSBD for each Training Voucher submitted and accepted by Contractor.
5. Contractor shall date stamp Training Vouchers when they are received. In order to be paid, Contractor shall submit an invoice to CSBD within forty-five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, including change fees, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty-five (45) days of receipt of the Training Voucher shall be voided and CSBD will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for CSBD to reimburse for the Training Voucher.
6. Tuition and fees billed to CSBD must be calculated minus any scholarships or other financial aid available and awarded to the participants/student.
7. Upon final payment to Contractor of amounts due at the end of each program year under this Contract, less any credits, refunds, or rebates due to CSBD, Contractor hereby releases and discharges CSBD from any financial claims arising from this Contract for that program year. To be entitled to payment, invoices must be received from Contractor within forty-five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited

and CSBD will not honor any requests submitted after the aforesaid time period.

8. Contractor's prices may change from the time of their approval for inclusion on the ITA List. Course tuition charges set by the Florida Legislature and signed into law shall be effective in accordance with the timeframes set by the statute and upon approval of the Contractor Board of Trustees. Contractor agrees to maintain the price proposed for certificate courses at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. Adjustments to tuition or price schedules for private proprietary institutions must be submitted in May of each year to be effective July 1 through June 30 of the following program year period. Reimbursements for tuition and fee schedule adjustments will be limited to the cap set for ITA scholarships by the CSBD governing boards.
9. Public institutions shall be reimbursed on a semester basis and in accordance with their change/drop schedules.
10. Private not-for-profit or private for-profit institutions, shall be reimbursed monthly by dividing the tuition or costs / total # months needed to obtain the credential or certificate up to the amount of the ITA awarded the participant. CSBD shall not be responsible for reimbursement of tuition for any month in which participant(s) is not in attendance for a minimum of ten (10) class days.
 - a. For withdrawals after the first ten (10) class days of the month, CSBD shall be responsible for the monthly payment through that month only; after which, CSBD shall not be responsible for any unpaid portion of the tuition applicable to the individual who has dropped out or withdrawn.
 - b. Contractor shall return all refunds or credits to CSBD within forty-five (45) business days of receipt or credit respectively, with sufficient information to identify the cause of that refund or credit.
 - c. Contractor agrees to provide CSBD with student attendance data with each invoice submitted for payment

C. THE CONTRACT DOCUMENTS

1. The following documents are incorporated by reference into this Contract as if fully set forth herein:
 - a. Contractor's approved application to CSBD to be included on the ETPL and each course/program application approved by the NCFWDB.
 - b. The Contractor Catalog which is on file with Contractor and a copy of which has been provided to CSBD or which is posted on Contractor's website at the time approval of Contractor's courses/programs by the NCFWDB.
 - c. The original signed Training Voucher(s).
 - d. CareerSource Florida Administrative Policy 90

<https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance->

[papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9](#)

- e. Certification regarding Debarment and Suspension.
 - f. Drug Free Workplace Form.
 - g. Lobbying Certification.
 - h. Assurances and Certifications.
 - i. The State of Florida Data Sharing Contract (Non-Disclosure and Confidentiality Contract)
 - j. Certification Regarding Environmental Tobacco Smoke
 - k. A Copy of the licenses/approvals from the Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the CSBD governing Boards designated as necessary to meet licensing and accreditation criteria in order for Contractor to be included on the CSBD ETPL.
 - l. Accreditation Information.
2. Any conflicts between the contract documents shall be resolved in this order:
 - a. The Contract Provisions.
 - b. The Training Voucher.
 - c. The Contractor Catalog submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.
 3. This Contract shall not be considered fully executed and participants shall not be referred until all the documents necessary to complete the Contract file are provided, including but not limited to resolutions, if required, identifying the signor, or completed Execution pages with the proper signors, the correct legal name of the entity, and signed attachments as applicable.

D. TERMINATION, SUSPENSION AND FAILURE TO PERFORM

1. Either party may terminate this Contract for convenience upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Contract or such shorter period as may be mutually agreed to by the parties. In such event, Contractor shall be entitled to receive payments for tuition or fees in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. CSBD shall not be liable for any tuition, fees, or costs after the effective date of termination.
2. CSBD may immediately terminate this Contract in the event of the de-obligation or cancellation of the grants providing the funding to support the activities under this Contract.

3. CSBD may terminate this Contract or remove a course of study from the list of approved courses for the award of an ITA, as applicable, at any time that the CSBD Chief Executive Officer determines that any of the following has occurred:

- a. Contractor has failed to provide the program of study approved for funding by the CSBD governing boards.
- b. Contractor has failed to comply with PELL requirements as described in this Contract or Contractor loses its eligibility to receive PELL grants for its students or for a program of study approved for training by the NCFWDB.
- c. Contractor changes the licensed location of its school as authorized by the Florida Department of Education.
- d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education.
- e. Contractor is charging CSBD participant/students a tuition of fee different from that offered to the general public for the same course of study.
- f. Contractor's status as an ETP has been suspended or terminated by the Florida Department of Economic Opportunity or the REACH Office.
- g. Contractor has reported inaccurate performance or demographic information to the state.
- h. Contractor has violated CareerSource Florida Policy 90 which may be accessed at:

https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9

or as may be amended by REACH Office.

- i. Engaged in fraud, criminal acts, incapacity, unfitness, neglect, incompetence, irresponsibility, offered unlawful remuneration to attract participants, misfeasance, malfeasance, nonfeasance or lack of performance.
- j. Contractor has failed to take corrective action:
 - i. Regarding a student Complaint. In the event of a student/participant complaint if it relates to Contractor, Contractor shall address the complaint in accordance with its internal processes.
 - ii. Regarding a monitoring or audit finding related to fiscal issues and after notification contractor has not complied with an agreed to corrective action plan.
- k. Contractor's school and/or course of study have had its accreditation suspended or lost its accreditation.
- l. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ETPL.

- m. Contractor has not met the required performance as described herein.
 - n. There have been no enrollments into Contractor's courses of study for any twelve (12) month period.
 - o. Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.
4. Termination for any of the reasons cited in paragraph 3 immediately above may result in suspension of the course or Contractor from being included on the EPTL for a period of two (2) years after which Contractor may reapply for initial eligibility in accordance with 20 CFR 680.450 - 460.
5. If Contractor's eligibility to serve as an ETP is terminated or referrals to a course of study or program is suspended or terminated, CSBD shall not be obligated to reimburse Contractor for Training Vouchers issued following notice of termination of eligibility or suspension as applicable.
6. Suspension.
- a. CSBD may suspend this Contract or referrals into a course of study/program for any of the reasons listed in paragraph 3 above.
 - b. CSBD may suspend referrals to a course of study if Contractor delays the start date of training by more than five (5) business days.
 - c. CSBD may suspend referrals to a course of study if it is not offered to the general public.
 - d. CSBD may suspend referrals to a course of study if the training program is for an occupation no longer considered to be in demand because it ceases to be on the State of Florida Targeted Occupations in Demand List for the local Region,
 - e. CSBD may suspend referrals to a program if the program of study is materially changed from the description provided in Contractor's application because additional hours have been added or there is an increase in tuition.
 - f. CSBD may suspend referrals to a program if CSBD deems the course of study or school to be detrimental to its participant/students.
7. Notices of termination or suspension shall be in writing in accordance with the Notice section under this Contract.

E. GENERAL REQUIREMENTS

1. Reports

- a. Contractor agrees to file course completion and placement information for CSBD students with the Florida Education and Training Placement Information Program

(FETPIP) Office of the State of Florida and to provide CSBD with copies of the FETPIP report annually or upon request.

- b. Contractor shall provide CSBD with tuition or program cost information provided to the general public.
- c. Contractor agrees to provide CSBD with such additional information as may be required by the State of Florida including but not limited to
 - i. The names of the program participants who are in unsubsidized employment during the second quarter after exit from the program.
 - ii. The names of the program participants who are in unsubsidized employment during the fourth quarter after exit from the program
 - iii. The hourly wage of each of the program participants who are in unsubsidized employment during the second quarter after completing their course of study and exiting from the program;
 - iv. Evidence of participant/students' progress in their course of study in order for the participant/student to be issued a Training Voucher or for purposes of reporting performance to the State of Florida in accordance with a schedule to be provided by CSBD
- d. Contractor shall immediately notify CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.

2. Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training

- a. Contractor shall notify CSBD within five (5) business days of a participant's formal withdrawal, or absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
- b. Contractor agrees to notify CSBD when a participant successfully completes the training program into which they are enrolled and shall provide a copy or evidence of a participant/student's license, certificate, credential, diploma or degree, when obtained by CSBD participants, even if the participant/student has an outstanding balance with the Contractor. CSBD shall provide a FERPA or applicable release to be able to receive the information if required.

3. Maintenance of Records, Access and Monitoring

- a. Contractor shall keep copies of all records, accounts, and documents pertaining to this Contract or any Amendment hereto, including student information, for five (5) years following the expiration of this Contract.
- b. In the event of an audit or monitoring finding, claim, litigation, or other action involving this Contract or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

- c. Contractor agrees to allow authorized representatives of CSBD, the Florida Department of Economic Opportunity, the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor, (US DOL), or Health and Human Services (HHS) to monitor classes in which participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and review payments made under this Contract. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws").
- d. Contractor agrees to accept the properly executed FERPA form which designates with specificity the information the student wants disclosed to CSBD signed by students whose tuition is in whole or in part paid for by CSBD.

4. Notice

- a. All notices or communications required to be given by this Contract from one party to the other must be (i) given in writing, or transmitted by facsimile, and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, to the mailing address of each party as follows:

FOR CSBD:

To: CSBD President/CEO
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309
Fax: (954) 337-3255

FOR CONTRACTOR:

To: ALLIED HEALTH PROGRAMS FL, LLC DBA CITY COLLEGE
6565 Taft Street, Suite 200
Hollywood, FL 33024
Attention: Campus Director
Fax: (954) 983-0118

- b. Notices shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed, provided that the sender has received a confirmation of such fax. A party may, for purposes of this Contract, change his, her or its address, fax number, or the person to whom a notice should be transmitted, by giving notice of such change to the other party pursuant to the above.

5. Force Majeure

- a. "Force Majeure" shall mean an event beyond the control of Contractor or CSBD, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
 - i An act of God, such as, but not limited to, hurricanes, earthquakes, drought, tidal waves and floods;

- ii Explosions and fire;
 - iii War, hostilities, whether war be declared or not, invasion, act of foreign enemies, mobilization, requisition, or embargo;
 - iv Strike, go slows, lock outs or disorder; and
 - v acts or threats of terrorism.
 - vi In the event of a Force Majeure
- b. Neither the Contractor nor CSBD shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the Effective Date.
 - c. The "Affected Party," prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
 - d. If Contractor is unable to hold classes or to register and enroll students, CSBD may direct to students to other schools or may advise them to wait until Contractor is operational depending upon what will best suit the needs of the student/participant.
 - e. If participants have already submitted their Training Vouchers but have not yet attended class or are within the drop/add period Contractor shall return the fees and/or tuition paid within thirty (30) days of receipt of payment.
 - f. If participants have attended class and are beyond the drop/add period Contractor and CSBD shall meet to determine the best course of action for the participant/students. This may include a pro rata partial refund of payments made on behalf of the participant/students.

6. Compliance with Applicable Laws and Regulations

- a. Contractor agrees to adhere to Workforce Innovation and Opportunity Act of 2014 P.L.113 -128 as it may be amended.
- b. Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-Contracts.
- c. Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD.
- d. When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as described in Attachment 3. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required; it may be obtained from CSBD. All disclosure forms required by the Certification Regarding Lobbying form must be completed and returned to CSBD.

- e. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, Contractor certifies it is not presently nor previously within a three (3) year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor will provide assurances of compliance as certified in the Contract Attachment titled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.
- f. When applicable, the Contractor shall disclose all related party transactions.
- g. Contractor shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Contractor pertaining to any program funded by this agreement or amendment hereto, available to CSBD, the Comptroller, General of the United States, the federal government and / or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews, investigation, survey or examination, even though, the Contractor may at the time of the request no longer be operating programs for CSBD or be a Contractor of CSBD.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-202-3830, PUBLICRECORDS@CAREERSOURCEBROWARD.COM, 2890 W. CYPRESS CREEK ROAD, FORT LAUDERDALE, FL 33309.

- h. To the extent applicable Contractor shall comply with 2 CFR§ 200.216 Prohibition on Certain Telecommunications and video surveillance services or equipment.
- i. To the extent applicable Contractor shall comply with 2 CFR§ 200.300 Statutory and National Policy requirements.
- j. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.322 Domestic preferences for procurement.
- k. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.323 Procurement of recovered materials.

7. Indemnification

- a. If Contractor is a state agency, as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve,

as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

- b. Contractors who are not public agencies agree they shall at all times hereafter indemnify, hold harmless and, at CSBD's option, defend or pay for an attorney selected by the CSBD General Counsel to defend CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, 1) related to, arising from, or as a result of this Contract; or 2) caused by a negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from or related this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to special fees, markups or interest payments on the part of CSBD

8. Governing Law and Venue

- a. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal issues arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts in Broward County, Florida the venue situs.
- b. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.
- c. Contractor Obligation to Adhere to Public Entity Crimes Policy. Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by

CSBD pursuant to this Contract, and may result in debarment from CSBD competitive procurement activities

Contractor represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity crime) and that it has not been formally charged with committing an act defined as a (public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

- d. Compliance with E-Verify. Contractor agrees to comply with Florida Statutes 448.095 and shall:
 - i Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,
 - ii Not employ, contract with, or subcontract with an unauthorized alien
 - iii Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.
 - e. Compliance with Equal Employment and Discrimination Laws. Contractor agrees to adhere to the following equal employment laws as applicable to Contractor:
 - i Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
 - ii The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
 - iii Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended
 - iv Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended,
 - v Applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)
 - vi WIOA Non-Discrimination Requirements 29 CFR part 37 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.
9. Amendments
- a. This constitutes the entire Contract between the parties. Any modification or addition hereto shall not become binding on either party until accepted by both parties, reduced to writing and attached hereto as an Amendment to this Contract.
 - b. The parties further agree that this Contract may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.
10. Assignment. Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Contract without prior written approval of CSBD.

11. Prior Contracts. This document incorporates and includes, all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, Contracts, understandings concerning the subject matter of this Contract, that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and CSBD.

12. Independent Contractor. The parties understand and agree that they are independent contractors and no provisions of this Contract shall be construed as creating an agency or employment relationship between the parties and their employees, agents, subcontractors or assigns.

13. Headings. The headings of the sections of this Contract are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

14. Term

a. This Contract shall begin on the date it is executed by all the parties and shall terminate on June 30, 2026 unless:

- i. Contractor's status as an initial ETP is terminated in the year following their approval as an ETP in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity; or
- ii. Contractor's status for subsequent eligibility as an ETP is terminated or expires in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity;
- iii. Contractor fails to reapply for subsequent ETP status three (3) months prior to June 30, of the program year in which their eligibility status must be redetermined, in which case there will be no referrals to Contractor until their "continuing eligibility" as an ETP has been approved by the Florida Department of Economic Opportunity or REACH Office.

b. CSBD reserves the right to continue participants referred by CSBD to Contractor until their training is complete or to transfer the participants and be relieved of its obligation to Contractor for payments beyond the termination date if this Contract is terminated because: Contractor has lost their eligibility status as an ETP for any reason.

15. Execution

This Contract and any attachment, exhibit or amendment, ("the Documents") related to this Agreement required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. The Parties agree that any Electronic Signature shall be valid and binding on each of the Parties to the same extent as a manual, original signature, and enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any of the Documents may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and

the same Document.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: ALLIED HEALTH PROGRAMS FL, LLC DBA CITY COLLEGE signing by and through its (Title of Signatory) President on the 13 day of July, 2023 and CareerSource Broward Florida signing by and through its President/CEO.

AS TO ALLIED HEALTH PROGRAMS FL, LLC DBA CITY COLLEGE:

ATTEST: Sarah Bokow L.S.
Raquel Logan Sausberry L.S.

BY: [Signature]
(Signature)
Print Name: Jerry Rozenberg
TITLE: President
DATE: 07/13/2023

AS TO CAREERSOURCE BROWARD:

ATTEST: Michelle Baldis L.S.
Moya Brathwaite L.S.

BY: Ron Moffett for Carol Hylton
(Signature)
Print Name: Carol Hylton
TITLE: President/CEO
DATE: 07/17/2023

Approved as to form by the CareerSource Broward
Rochelle J. Daniels
General Counsel
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309

BY: [Signature]
Rochelle J. Daniels
General Counsel

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature

07/13/2023

Date

Jerry Rozenberg

President

Print Name and Title of Authorized Representative

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A

- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.

- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.



Signature

Jerry Rozenberg

07/13/2023

Date

Print Name

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants. and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name. if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
- (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier Sub awards

1. Type of Federal Action

2. Status of Federal Action:

3. Report Type: Contract Grant Cooperative Agreement Loan
 Loan Guarantee Loan Insurance Bid/Offer/Application Initial Award
 Post award
 Initial Filing Material Change: Year _____ Qtr _____ Date of last report

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹. Type of Federal Action: _____ 2. Status of Federal Action: _____ 3. Report Type: _____

- | | | |
|--------------------------|--------------------------|---------------------------|
| a. contract | a. bid/offer/application | a. initial filing |
| b. grant | b. initial award | b. material change |
| c. cooperative agreement | c. post-award | For Material Change Only |
| d. loan | | year _____ quarter _____ |
| e. loan guarantee | | date of last report _____ |
| f. loan insurance | | |

4. Name and Address of Reporting Entity: _____ Prime _____ 5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier _____ if known: Address of Prime:

Congressional District, if known: _____ Congressional District, if known: _____

6. Federal Department/ Agency: _____ 7. Federal Program Name/Description: _____

CFDA Number, if applicable: _____

8. Federal Action Number, if known: _____ 9. Award Amount, if known: _____

10. a. Name and Address of Lobbying Entity

b. Individuals Performing Services
(including address if different from
No. 10a.)

(If individual, last name, first name, MI)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A,
if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):
_____ actual _____ planned _____

12. Form of Payment (check all that apply):

- a. cash
- b. In-kind, specify: nature _____
value _____

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify: _____


14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including
officer(s), employee(s), or
Member(s) contacted, for Payment Indicated in item 11.

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per
response, including time for reviewing instructions, searching existing data sources, gathering and
maintaining the data needed, and completing and reviewing the collection of information. Send
comments regarding the burden estimate or any other aspect of this collection of information,
including suggestions for reducing this burden, to the Office of Management and Budget,
Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**Information requested through this form is authorized by title 31 U.S.C. This disclosure of
lobbying activities is a material representation of fact upon which reliance was placed by
the tier above when this transaction was made or entered into. This disclosure is required
pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually
and will be available for public inspection. Any person who fails to file the required
disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than
\$100,000 for each such failure.²**

Signature 
Print Name Jerry Rozenberg
Title President
Telephone Number 7186453500 Date 07/13/2023

² Approved by OMB 0348-0046

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the Congress, an Officer of 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.
- (3) 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 agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

City College	ETP
Grantee/Contractor/Organization	Program/Title
Jerry Rozenberg	07/13/2023
Name of Certifying Official Print Name and Sign	Date

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified

by identified by the DOL as of September 30, 2020 at: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>.

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do no come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any

institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

I. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (vwww.fvvs.Rov/officesl).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U S C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension

b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminate if Contractor

- 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or

2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse

must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09)

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7)

cc. Copeland "Anti-Kickback" Act (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. 1352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

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

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource Broward and Contractor.

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of the Department for Economic Opportunity (hereinafter, DEO) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Investment Act (WIA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Contractor, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Contractor is aware that there is a DEO Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.

C. Contractor, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Contractor must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Contractor's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Agreement to CareerSource Broward.

D. Contractor shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Contractor will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Contractor will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit D. These forms shall be submitted to CareerSource Broward. Contractor shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer in need of system access so that

CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

F. Contractor agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Contractor, subcontractors and their employees may obtain access to information that is otherwise confidential; however, that access does not alter the confidential nature of the information. It is incumbent upon Contractor, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the DEO Intranet.

V. Indemnity:

Contractor is an independent contractor and shall carry out, exercise and execute its duties under this Agreement as an independent contractor. In discharging said duties and responsibilities, Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. Contractor agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

This Agreement may be terminated upon failure of either party to abide by the terms of the Agreement or for the convenience of the parties, within thirty (30) days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of Agreement:

This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Contractor

Name of Contractor:

Name of President or Officer: Jerry Rozenberg

(Signature) 

(Title) President or Officer

(Date) 07/13/2023

ACCEPTED BY CareerSource Broward:

Name of President/CEO: CAROL HYLTON

(Signature) *Ron Moffitt for Carol Hylton*


(Title) President/CEO

(Date) 07/17/2023

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

 07/13/2023

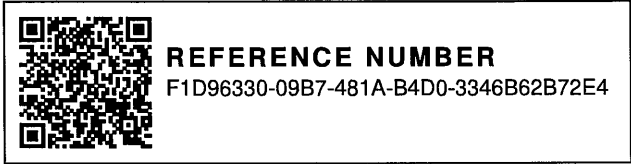
Signature and Date Jerry Rozenberg

Printed Name President

Title City College

Organization

SIGNATURE CERTIFICATE



TRANSACTION DETAILS

Reference Number
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Transaction Type
Signature Request

Sent At
07/07/2023 11:03 EDT

Executed At
07/17/2023 11:56 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
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Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
City College-Agreement No 2023-2026-Etp-11273

Filename
city_college-agreement_no_2023-2026-etp-11273.pdf

Pages
39 pages


Content Type
application/pdf

File Size
250 KB

Original Checksum
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SIGNERS

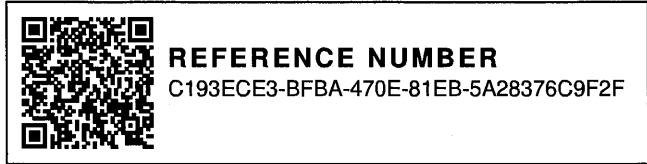
SIGNER	E-SIGNATURE	EVENTS
<p>Name Raquel Logan Saulsberry</p> <p>Email rlogansaulsberry@citycollege.edu</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 1f0a062be5d2879fed476fbc540f614943e5457b7e98f4b5d706bf3c2c995ec1</p> <p>IP Address 4.7.170.138</p> <p>Device Microsoft Edge via Windows</p> <p>Typed Signature <i>Raquel Logan Saulsberry</i></p> <p>Signature Reference ID 9DBCE803</p>	<p>Viewed At 07/17/2023 11:55 EDT</p> <p>Identity Authenticated At 07/17/2023 11:56 EDT</p> <p>Signed At 07/17/2023 11:56 EDT</p>
<p>Name Sarah Bokow</p> <p>Email sbokow@centereducation.org</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum cb43e53175efcb5fbc3a0edf2048977f0bdbd430ef6b17c15b4548f44a3fa4d</p> <p>IP Address 100.38.31.122</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Sarah Bokow</i></p> <p>Signature Reference ID 16E5209A</p>	<p>Viewed At 07/17/2023 11:44 EDT</p> <p>Identity Authenticated At 07/17/2023 11:44 EDT</p> <p>Signed At 07/17/2023 11:44 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
Name Jerry Rozenberg	Status signed	Viewed At 07/17/2023 11:30 EDT
Email jrozenberg@centereducation.org	Multi-factor Digital Fingerprint Checksum 0dd81b5c353405b3a25d4f2da8e9c7bf1ccb7bf28aeaab4484f3570f9da5b2fc	Identity Authenticated At 07/13/2023 12:42 EDT
Signer Sequence 0	IP Address 100.38.31.122	Signed At 07/17/2023 11:40 EDT
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AUDITS

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07/07/2023 11:03 EDT	Jerry Rozenberg (jrozenberg@centereducation.org) was emailed a link to sign.
07/12/2023 08:42 EDT	Jerry Rozenberg (jrozenberg@centereducation.org) was emailed a reminder.
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SIGNATURE CERTIFICATE



TRANSACTION DETAILS | **DOCUMENT DETAILS**

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Transaction Type
Signature Request

Sent At
07/17/2023 12:46 EDT

Executed At
07/17/2023 16:00 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
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Signer Sequencing
Enabled

Document Passcode
Disabled

Document Name
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Filename
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Pages
41 pages

Content Type
application/pdf

File Size
393 KB

Original Checksum
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Moya Brathwaite</p> <p>Email mbrathwaite@careersourcebroward.com</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum d4239726d65af0792b6994d2d9d3b00d55bf3624fd23f3ddd7571e85a26a7a64</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Moya Brathwaite</i></p> <p>Signature Reference ID 1BAF0169</p>	<p>Viewed At 07/17/2023 15:59 EDT</p> <p>Identity Authenticated At 07/17/2023 16:00 EDT</p> <p>Signed At 07/17/2023 16:00 EDT</p>
<p>Name Michele Baldis</p> <p>Email mbaldis@careersourcebroward.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 50663af8250371ba30c825b56f5a5733299925c4da53b05837bfd154bca41009</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Michele Baldis</i></p> <p>Signature Reference ID 1335C72C</p>	<p>Viewed At 07/17/2023 14:41 EDT</p> <p>Identity Authenticated At 07/17/2023 14:42 EDT</p> <p>Signed At 07/17/2023 14:42 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
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Email rmoffett@careersourcebroward.com	Multi-factor Digital Fingerprint Checksum 0fc128895c8fd68af602aef1dec088ce3f0538e642294af63cd81386d5c5c32f	Identity Authenticated At 07/17/2023 12:57 EDT
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AUDITS

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07/17/2023 16:00 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

ELIGIBLE TRAINING PROVIDER

VENDOR CONTRACT

2023-2026-ETP-153000

Between

CareerSource Broward

And

CONCORDE CAREER COLLEGES INC. DBA CONCORDE CAREER INSTITUTE

A Continuing Eligible Training Provider

Pursuant to the Steven's Amendment
Consolidated Appropriations Act of 2018, Pub. L. No. 115- 141, 132 Stat. 348, div. H,
Title V, Sec. 505 (Mar. 23, 2018)

1. The percentage and dollars of the total costs of the program or project which will be financed with Federal money is determined at the time of individual participant enrollment.

This is a master agreement. No funds are awarded under this contract.

This Agreement entered into on this 13th day of July, 2023 by and between CareerSource Broward, hereinafter referred to as "CSBD", and **CONCORDE CAREER COLLEGES INC. DBA CONCORDE CAREER INSTITUTE**, a for-profit corporation, registered with the State of FLORIDA, hereinafter referred to as "Contractor".

The term of this Agreement shall begin on the date the Agreement is executed by all the parties and shall terminate with the completion of the training of the last participant referred by CSBD to Contractor or June 30, 2026, whichever date comes later.

RECITALS

Whereas, the CSBD Council of Elected Officials, hereinafter, "Council" and the Broward Workforce Development Board, hereinafter "BWDB" have approved Contractor, and the Courses of training on the CSBD Eligible Training Provider List for the purpose of referring program participants for training under its various formula and discretionary, state and federal workforce grants; and

Whereas, Contractor agrees to provide the above referenced training, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

A. STATEMENT OF WORK

1. CSBD's ability to enter into this Contract is dependent upon Contractor's approval to be an Eligible Training Provider (ETP) for a one (1) year period of initial eligibility followed by a two (2) year period of subsequent eligibility pursuant to 20 CFR 680.450 and 680.460. Should Contractor fail to meet initial or subsequent eligibility this Contract shall be immediately terminated.
2. Contractor agrees to provide the course(s) of training as specified in the approved program description, submitted to CSBD for approval by its governing boards. Contractor shall notify CSBD of any changes in the approved program descriptions prior to the enrollment of any individual referred by CSBD.
3. Contractor shall provide their approved course(s) of training at its licensed facility, on-line or at an externship or clinical site based upon the approval granted by the BWDB at the time of submission of their application to be placed on the CSBD Eligible Training Provider List (ETPL).
4. Contractor's approval as an ITA provider does not obligate CSBD to refer participants.
5. Contractor understands that this Contract does not obligate CSBD to refer students to Contractor. However, Contractor may refer individuals to CSBD for a determination of their eligibility to receive financial assistance and a Training Voucher from CSBD. CSBD must offer participants "customer choice" and therefore does not guarantee that a student referred to CSBD by Contractor, will ultimately decide to enroll in Contractor's institution.

6. Contractor agrees to enroll participants as students in their institution and to provide the training as specified on the Training Voucher, as described below, presented to the campus Cashier or Registrar's office by a referred CSBD participant/student.
 - a. Course authorization shall only be transmitted via an original signed CSBD Training Voucher, or a Training Voucher transmitted electronically via DocuSign or similar verifiable signature software program delivered to Contractor in accordance with a process agreed to by the parties. Contractor shall not accept Training Vouchers via verbal approval such oral vouchers will not be honored by CSBD. CSBD will not reimburse Contractor for courses not on the official CSBD signed Training Voucher.
 - b. Contractor agrees not to enroll a referred participant into courses not listed on the Training Voucher. CSBD will not be responsible for reimbursement of the tuition or associated fees for unauthorized courses. Contractor shall not require any participant/student to sign a tuition Contract between the student and Contractor for unauthorized courses.
 - c. Training shall be in the occupational area identified on the Training Voucher with the specified weeks of instruction, and/or hours per course as outlined in Contractor's current academic year Course Catalogs and approved for the student at the time of their enrollment.
7. Participant Training Vouchers and Individual Training Accounts
 - a. An individual training account (ITA) refers to the scholarship amount available to pay for a participant / student's tuition or course(s).
 - b. Training Voucher refers to the instrument used by CSBD to identify the courses of study and the amount of ITA funds allocated to an individual participant for the courses and time frames described on the voucher.
 - i. Vouchers may be issued for less than the full amount of tuition or the cost of the course of study.
 - ii. Vouchers may be issued each semester if Contractor offers training on a semester basis or in increments applicable to the schedule of courses offered by Contractor.
 - iii. Participant/Students are issued a Training Voucher each semester or at the completion of a course of training prior to registration for the new semester or course. In order to receive a new Voucher CSBD must receive a copy of the participant/student's transcript or an acceptable form of progress report. Contractor or CSBD may obtain a FERPA to be able to share student information.
 - iv. Each Training Voucher will list the course selections and other items allowable for that participant/student.
 - c. Neither Contractor nor referred participant/students shall have any property rights which attach to an ITA.
 - d. The parties agree that Training vouchers are not transferable, cannot be sold and have no intrinsic value.

- e. From time-to-time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from CSBD. If a transfer is authorized by Contractor prior to receiving written approval from CSBD, CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.
 - f. Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old as they will be considered expired and CSBD shall not be obligated to reimburse for those Training Vouchers.
8. Contractor agrees to provide CSBD with the grade level at which the course material and textbooks for the individual courses of study are normed so that CSBD can properly determine a participant's qualifications to be successful in the course of study offered by Contractor.
9. Participant/students literacy and numeracy skills may be assessed by CSBD and a prospective participant/student who is not within one grade level of the course materials may be determined as ineligible for the course of training to be provided by Contractor.
10. Combining Pell Grants and Other Financial Aid with CSBD Financial Assistance
- a. Contractor's Financial Aid Office shall assist CSBD participant/students in determining their eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance or other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
 - b. CSBD will obtain a FERPA release from its participant/students so that Contractor can share PELL award information.
 - c. CSBD will issue an initial training voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to CSBD by Contractor.
 - d. Contractor agrees that they will not collect more than the advertised tuition for each participant/student enrolled. Contractor shall follow federal rules applicable to a determination of the order in which federal financial assistance shall be applied. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the Participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of Workforce Innovation and Opportunity Act of 2014 funds.
 - e. Contractor agrees to immediately inform CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility
 - f. Contractor will not defer or delay payments of PELL or other financial assistance to students.

11. PERFORMANCE

- a. The approval of Training Vouchers for a course of study is subject to performance by Contractor. Following CSBD governing boards' approval to add a course of study to

the ITA list, Contractor shall be limited to ten (10) CSBD student/participants for each course of study from the date that the contract is signed until such time as the seventy percent (70%) training-related placement rate can be documented, through Florida Education and Training Placement Information Program (FETPIP).

- b. A minimum of seventy percent (70%) of the students enrolled who complete training must be placed in a training related jobs within ninety (90) days or such other period as may be determined by the CSBD governing boards following their completion of training. Training related shall be determined in accordance with the State of Florida definition.
- c. Failure to meet performance shall result in the suspension or termination of referrals and award of an ITA for of the course of training or program. Referrals shall continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time Contractor may reapply for approval of the course or study of program.

B. COMPENSATION

1. Tuition or course fees shall be based on the tuition or course fee advertised to the general public.
2. The CSBD Training Voucher may cover enrollment, tuition, book and lab fees, registration and such other fees, as applicable, minus any scholarships or other financial aid the participant/student receives.
3. CSBD cannot reimburse tuition or course fees in excess of the CSBCF ITA cap or the actual cost of tuition or the course of training whichever is less
4. Contractor agrees to accept the CSBD Training Voucher for purposes of allowing participant/students to register and enroll in lieu of a cash, electronic payment or check prior to the start of classes. Contractor shall submit invoices to CSBD for each Training Voucher submitted and accepted by Contractor.
5. Contractor shall date stamp Training Vouchers when they are received. In order to be paid, Contractor shall submit an invoice to CSBD within forty-five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, including change fees, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty-five (45) days of receipt of the Training Voucher shall be voided and CSBD will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for CSBD to reimburse for the Training Voucher.
6. Tuition and fees billed to CSBD must be calculated minus any scholarships or other financial aid available and awarded to the participants/student.
7. Upon final payment to Contractor of amounts due at the end of each program year under this Contract, less any credits, refunds, or rebates due to CSBD, Contractor hereby releases and discharges CSBD from any financial claims arising from this Contract for that program year. To be entitled to payment, invoices must be received from Contractor within forty-five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited

and CSBD will not honor any requests submitted after the aforesaid time period.

8. Contractor's prices may change from the time of their approval for inclusion on the ITA List. Course tuition charges set by the Florida Legislature and signed into law shall be effective in accordance with the timeframes set by the statute and upon approval of the Contractor Board of Trustees. Contractor agrees to maintain the price proposed for certificate courses at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. Adjustments to tuition or price schedules for private proprietary institutions must be submitted in May of each year to be effective July 1 through June 30 of the following program year period. Reimbursements for tuition and fee schedule adjustments will be limited to the cap set for ITA scholarships by the CSBD governing boards.
9. Public institutions shall be reimbursed on a semester basis and in accordance with their change/drop schedules.
10. Private not-for-profit or private for-profit institutions, shall be reimbursed monthly by dividing the tuition or costs / total # months needed to obtain the credential or certificate up to the amount of the ITA awarded the participant. CSBD shall not be responsible for reimbursement of tuition for any month in which participant(s) is not in attendance for a minimum of ten (10) class days.
 - a. For withdrawals after the first ten (10) class days of the month, CSBD shall be responsible for the monthly payment through that month only; after which, CSBD shall not be responsible for any unpaid portion of the tuition applicable to the individual who has dropped out or withdrawn.
 - b. Contractor shall return all refunds or credits to CSBD within forty-five (45) business days of receipt or credit respectively, with sufficient information to identify the cause of that refund or credit.
 - c. Contractor agrees to provide CSBD with student attendance data with each invoice submitted for payment

C. THE CONTRACT DOCUMENTS

1. The following documents are incorporated by reference into this Contract as if fully set forth herein:
 - a. Contractor's approved application to CSBD to be included on the ETPL and each course/program application approved by the NCFWDB.
 - b. The Contractor Catalog which is on file with Contractor and a copy of which has been provided to CSBD or which is posted on Contractor's website at the time approval of Contractor's courses/programs by the NCFWDB.
 - c. The original signed Training Voucher(s).
 - d. CareerSource Florida Administrative Policy 90

<https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance->

- e. Certification regarding Debarment and Suspension.
 - f. Drug Free Workplace Form.
 - g. Lobbying Certification.
 - h. Assurances and Certifications.
 - i. The State of Florida Data Sharing Contract (Non-Disclosure and Confidentiality Contract)
 - j. Certification Regarding Environmental Tobacco Smoke
 - k. A Copy of the licenses/approvals from the Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the CSBD governing Boards designated as necessary to meet licensing and accreditation criteria in order for Contractor to be included on the CSBD ETPL.
 - l. Accreditation Information.
2. Any conflicts between the contract documents shall be resolved in this order:
 - a. The Contract Provisions.
 - b. The Training Voucher.
 - c. The Contractor Catalog submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.
 3. This Contract shall not be considered fully executed and participants shall not be referred until all the documents necessary to complete the Contract file are provided, including but not limited to resolutions, if required, identifying the signor, or completed Execution pages with the proper signors, the correct legal name of the entity, and signed attachments as applicable.

D. TERMINATION, SUSPENSION AND FAILURE TO PERFORM

1. Either party may terminate this Contract for convenience upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Contract or such shorter period as may be mutually agreed to by the parties. In such event, Contractor shall be entitled to receive payments for tuition or fees in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. CSBD shall not be liable for any tuition, fees, or costs after the effective date of termination.
2. CSBD may immediately terminate this Contract in the event of the de-obligation or cancellation of the grants providing the funding to support the activities under this Contract.

3. CSBD may terminate this Contract or remove a course of study from the list of approved courses for the award of an ITA, as applicable, at any time that the CSBD Chief Executive Officer determines that any of the following has occurred:

- a. Contractor has failed to provide the program of study approved for funding by the CSBD governing boards.
- b. Contractor has failed to comply with PELL requirements as described in this Contract or Contractor loses its eligibility to receive PELL grants for its students or for a program of study approved for training by the NCFWDB.
- c. Contractor changes the licensed location of its school as authorized by the Florida Department of Education.
- d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education.
- e. Contractor is charging CSBD participant/students a tuition of fee different from that offered to the general public for the same course of study.
- f. Contractor's status as an ETP has been suspended or terminated by the Florida Department of Economic Opportunity or the REACH Office.
- g. Contractor has reported inaccurate performance or demographic information to the state.
- h. Contractor has violated CareerSource Florida Policy 90 which may be accessed at:

https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9

or as may be amended by REACH Office.
- i. Engaged in fraud, criminal acts, incapacity, unfitness, neglect, incompetence, irresponsibility, offered unlawful remuneration to attract participants, misfeasance, malfeasance, nonfeasance or lack of performance.
- j. Contractor has failed to take corrective action:
 - i. Regarding a student Complaint. In the event of a student/participant complaint if it relates to Contractor, Contractor shall address the complaint in accordance with its internal processes.
 - ii. Regarding a monitoring or audit finding related to fiscal issues and after notification contractor has not complied with an agreed to corrective action plan.
- k. Contractor's school and/or course of study have had its accreditation suspended or lost its accreditation.
- l. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ETPL.

- m. Contractor has not met the required performance as described herein.
 - n. There have been no enrollments into Contractor's courses of study for any twelve (12) month period.
 - o. Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.
4. Termination for any of the reasons cited in paragraph 3 immediately above may result in suspension of the course or Contractor from being included on the EPTL for a period of two (2) years after which Contractor may reapply for initial eligibility in accordance with 20 CFR 680.450 - 460.
5. If Contractor's eligibility to serve as an ETP is terminated or referrals to a course of study or program is suspended or terminated, CSBD shall not be obligated to reimburse Contractor for Training Vouchers issued following notice of termination of eligibility or suspension as applicable.
6. Suspension.
- a. CSBD may suspend this Contract or referrals into a course of study/program for any of the reasons listed in paragraph 3 above.
 - b. CSBD may suspend referrals to a course of study if Contractor delays the start date of training by more than five (5) business days.
 - c. CSBD may suspend referrals to a course of study if it is not offered to the general public.
 - d. CSBD may suspend referrals to a course of study if the training program is for an occupation no longer considered to be in demand because it ceases to be on the State of Florida Targeted Occupations in Demand List for the local Region,
 - e. CSBD may suspend referrals to a program if the program of study is materially changed from the description provided in Contractor's application because additional hours have been added or there is an increase in tuition.
 - f. CSBD may suspend referrals to a program if CSBD deems the course of study or school to be detrimental to its participant/students.
7. Notices of termination or suspension shall be in writing in accordance with the Notice section under this Contract.

E. GENERAL REQUIREMENTS

1. Reports

- a. Contractor agrees to file course completion and placement information for CSBD students with the Florida Education and Training Placement Information Program

(FETPIP) Office of the State of Florida and to provide CSBD with copies of the FETPIP report annually or upon request.

- b. Contractor shall provide CSBD with tuition or program cost information provided to the general public.
- c. Contractor agrees to provide CSBD with such additional information as may be required by the State of Florida including but not limited to
 - i. The names of the program participants who are in unsubsidized employment during the second quarter after exit from the program.
 - ii. The names of the program participants who are in unsubsidized employment during the fourth quarter after exit from the program
 - iii. The hourly wage of each of the program participants who are in unsubsidized employment during the second quarter after completing their course of study and exiting from the program;
 - iv. Evidence of participant/students' progress in their course of study in order for the participant/student to be issued a Training Voucher or for purposes of reporting performance to the State of Florida in accordance with a schedule to be provided by CSBD
- d. Contractor shall immediately notify CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.

2. Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training

- a. Contractor shall notify CSBD within five (5) business days of a participant's formal withdrawal, or absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
- b. Contractor agrees to notify CSBD when a participant successfully completes the training program into which they are enrolled and shall provide a copy or evidence of a participant/student's license, certificate, credential, diploma or degree, when obtained by CSBD participants, even if the participant/student has an outstanding balance with the Contractor. CSBD shall provide a FERPA or applicable release to be able to receive the information if required.

3. Maintenance of Records, Access and Monitoring

- a. Contractor shall keep copies of all records, accounts, and documents pertaining to this Contract or any Amendment hereto, including student information, for five (5) years following the expiration of this Contract.
- b. In the event of an audit or monitoring finding, claim, litigation, or other action involving this Contract or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

- c. Contractor agrees to allow authorized representatives of CSBD, the Florida Department of Economic Opportunity, the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor, (US DOL), or Health and Human Services (HHS) to monitor classes in which participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and review payments made under this Contract. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws").
- d. Contractor agrees to accept the properly executed FERPA form which designates with specificity the information the student wants disclosed to CSBD signed by students whose tuition is in whole or in part paid for by CSBD.

4. Notice

- a. All notices or communications required to be given by this Contract from one party to the other must be (i) given in writing, or transmitted by facsimile, and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, to the mailing address of each party as follows:

FOR CSBD:

To: CSBD President/CEO
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309
Fax: (954) 337-3255

FOR CONTRACTOR:

To: CONCORDE CAREER COLLEGES, INC DBA CONCORDE CAREER
INSTITUTE
10933 Marks Way
Miramar, FL 33025
Attention: Chief Compliance Officer
Fax: (954) 485-2961

- b. Notices shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed, provided that the sender has received a confirmation of such fax. A party may, for purposes of this Contract, change his, her or its address, fax number, or the person to whom a notice should be transmitted, by giving notice of such change to the other party pursuant to the above.

5. Force Majeure

- a. "Force Majeure" shall mean an event beyond the control of Contractor or CSBD, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
 - i An act of God, such as, but not limited to, hurricanes, earthquakes, drought, tidal waves and floods;

- ii Explosions and fire;
 - iii War, hostilities, whether war be declared or not, invasion, act of foreign enemies, mobilization, requisition, or embargo;
 - iv Strike, go slows, lock outs or disorder; and
 - v acts or threats of terrorism.
 - vi In the event of a Force Majeure
- b. Neither the Contractor nor CSBD shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the Effective Date.
 - c. The "Affected Party," prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
 - d. If Contractor is unable to hold classes or to register and enroll students, CSBD may direct to students to other schools or may advise them to wait until Contractor is operational depending upon what will best suit the needs of the student/participant.
 - e. If participants have already submitted their Training Vouchers but have not yet attended class or are within the drop/add period Contractor shall return the fees and/or tuition paid within thirty (30) days of receipt of payment.
 - f. If participants have attended class and are beyond the drop/add period Contractor and CSBD shall meet to determine the best course of action for the participant/students. This may include a pro rata partial refund of payments made on behalf of the participant/students.

6. Compliance with Applicable Laws and Regulations

- a. Contractor agrees to adhere to Workforce Innovation and Opportunity Act of 2014 P.L.113 -128 as it may be amended.
- b. Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-Contracts.
- c. Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD.
- d. When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as described in Attachment 3. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required; it may be obtained from CSBD. All disclosure forms required

by the Certification Regarding Lobbying form must be completed and returned to CSBD.

- e. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, Contractor certifies it is not presently nor previously within a three (3) year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor will provide assurances of compliance as certified in the Contract Attachment titled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.
- f. When applicable, the Contractor shall disclose all related party transactions.
- g. Contractor shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Contractor pertaining to any program funded by this agreement or amendment hereto, available to CSBD, the Comptroller, General of the United States, the federal government and / or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews, investigation, survey or examination, even though, the Contractor may at the time of the request no longer be operating programs for CSBD or be a Contractor of CSBD.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-202-3830, PUBLICRECORDS@CAREERSOURCEBROWARD.COM, 2890 W. CYPRESS CREEK ROAD, FORT LAUDERDALE, FL 33309.

- h. To the extent applicable Contractor shall comply with 2 CFR§ 200.216 Prohibition on Certain Telecommunications and video surveillance services or equipment.
- i. To the extent applicable Contractor shall comply with 2 CFR§ 200.300 Statutory and National Policy requirements.
- j. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.322 Domestic preferences for procurement.
- k. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.323 Procurement of recovered materials.

7. Indemnification

- a. If Contractor is a state agency, as defined in Chapter 768.28, Florida Statutes,

Contractor agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

- b. Contractors who are not public agencies agree they shall at all times hereafter indemnify, hold harmless and, at CSBD's option, defend or pay for an attorney selected by the CSBD General Counsel to defend CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, 1) related to, arising from, or as a result of this Contract; or 2) caused by a negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from or related this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to special fees, markups or interest payments on the part of CSBD

8. Governing Law and Venue

- a. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal issues arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts in Broward County, Florida the venue situs.
- b. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.
- c. Contractor Obligation to Adhere to Public Entity Crimes Policy. Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this

section shall result in termination of this Contract and recovery of all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD competitive procurement activities

Contractor represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity crime) and that it has not been formally charged with committing an act defined as a (public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

- d. Compliance with E-Verify. Contractor agrees to comply with Florida Statutes 448.095 and shall:
 - i Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,
 - ii Not employ, contract with, or subcontract with an unauthorized alien
 - iii Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.
- e. Compliance with Equal Employment and Discrimination Laws. Contractor agrees to adhere to the following equal employment laws as applicable to Contractor:
 - i Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
 - ii The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
 - iii Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended
 - iv Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended,
 - v Applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)
 - vi WIOA Non-Discrimination Requirements 29 CFR part 37 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.

9. Amendments

- a. This constitutes the entire Contract between the parties. Any modification or addition hereto shall not become binding on either party until accepted by both parties, reduced to writing and attached hereto as an Amendment to this Contract.
- b. The parties further agree that this Contract may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.

10. Assignment. Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Contract without prior written approval of CSBD.

11. **Prior Contracts.** This document incorporates and includes, all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, Contracts, understandings concerning the subject matter of this Contract, that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and CSBD.
12. **Independent Contractor.** The parties understand and agree that they are independent contractors and no provisions of this Contract shall be construed as creating an agency or employment relationship between the parties and their employees, agents, subcontractors or assigns.
13. **Headings.** The headings of the sections of this Contract are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

14. **Term**

- a. This Contract shall begin on the date it is executed by all the parties and shall terminate on June 30, 2026 unless:
 - i. Contractor's status as an initial ETP is terminated in the year following their approval as an ETP in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity; or
 - ii. Contractor's status for subsequent eligibility as an ETP is terminated or expires in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity;
 - iii. Contractor fails to reapply for subsequent ETP status three (3) months prior to June 30, of the program year in which their eligibility status must be redetermined, in which case there will be no referrals to Contractor until their "continuing eligibility" as an ETP has been approved by the Florida Department of Economic Opportunity or REACH Office.
- b. CSBD reserves the right to continue participants referred by CSBD to Contractor until their training is complete or to transfer the participants and be relieved of its obligation to Contractor for payments beyond the termination date if this Contract is terminated because: Contractor has lost their eligibility status as an ETP for any reason.

15. **Execution**

This Contract and any attachment, exhibit or amendment, ("the Documents") related to this Agreement required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. The Parties agree that any Electronic Signature shall be valid and binding on each of the Parties to the same extent as a manual, original signature, and enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any of the Documents may be executed in as many counterparts as necessary or convenient,

including both paper and electronic counterparts, but all such counterparts are one and the same Document.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: CONCORDE CAREER COLLEGES INC. DBA CONCORDE CAREER INSTITUTE signing by and through its (Title of Signatory) General Counsel & CCO on the 30th day of June, 2023 and CareerSource Broward Florida signing by and through its President/CEO.

AS TO CONCORDE CAREER COLLEGES INC. DBA CONCORDE CAREER INSTITUTE:

ATTEST: *John Thomas* L.S.

Sean Vines L.S.

BY: *John P. Carreon*

(Signature)

Print Name: John P. Carreon

TITLE: General Counsel & CCO

DATE: 06/30/2023

AS TO CAREERSOURCE BROWARD:

ATTEST: *Michele Baldis* L.S.

Moya Brathwaite L.S.

BY: *Don Moffett for Carol Hylton*

(Signature)

Print Name: Carol Hylton

TITLE: President/CEO

DATE: 07/13/2023

Approved as to form by the CareerSource Broward
Rochelle J. Daniels
General Counsel
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309

BY: _____

Rochelle J. Daniels
General Counsel

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

John P. Carreon

Signature

06/30/2023

Date

John P. Carreon

General Counsel & CCO

Print Name and Title of Authorized Representative

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

John P. Carreon

06/30/2023

Signature

Date

John P. Carreon

Print Name

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants. and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name. if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
- (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier
Sub awards

1. Type of Federal Action

2. Status of Federal Action:

3. Report Type: Contract Grant Cooperative Agreement Loan
 Loan Guarantee Loan Insurance Bid/Offer/Application Initial Award
 Post award
 Initial Filing Material Change: Year _____ Qtr _____ Date of last report

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹. Type of Federal Action: _____ 2. Status of Federal Action: _____ 3. Report Type: _____

- | | | |
|--------------------------|--------------------------|---------------------------|
| a. contract | a. bid/offer/application | a. initial filing |
| b. grant | b. initial award | b. material change |
| c. cooperative agreement | c. post-award | For Material Change Only |
| d. loan | | year _____ quarter _____ |
| e. loan guarantee | | date of last report _____ |
| f. loan insurance | | |

4. Name and Address of Reporting Entity: _____ Prime _____ 5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier _____ if known: Address of Prime:

Congressional District, if known: _____ Congressional District, if known: _____

6. Federal Department/ Agency: _____ 7. Federal Program Name/Description: _____

CFDA Number, if applicable: _____

8. Federal Action Number, if known: _____ 9. Award Amount, if known: _____

10. a. Name and Address of Lobbying Entity

b. Individuals Performing Services (including address if different from No. 10a.)

(If individual, last name, first name, MI)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):

_____ actual _____ planned _____

12. Form of Payment (check all that apply):

- a. cash
- b. In-kind, specify: nature _____ value _____

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.²

Signature John P. Carreon
 Print Name John P. Carreon
 Title General Counsel & CCO
 Telephone Number 312-206-4717 Date 06/30/2023

² Approved by OMB 0348-0046

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the 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 agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) 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 agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

Concorde Career Colleges, Inc.	ETP
Grantee/Contractor/Organization	Program/Title
John P. Carreon	06/30/2023
Name of Certifying Official Print Name and Sign	Date

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified

by identified by the DOL as of September 30, 2020 at:
<https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>.

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do no come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any

institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

I. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (vwww.fvvs.Rov/officesl).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U S C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.eov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension

b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminate if Contractor

- 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or

2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse

must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09)

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7)

cc. Copeland "Anti-Kickback" Act (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. 1352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

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

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource Broward and Contractor.

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of the Department for Economic Opportunity (hereinafter, DEO) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Investment Act (WIA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Contractor, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Contractor is aware that there is a DEO Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.

C. Contractor, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Contractor must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Contractor's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Agreement to CareerSource Broward.

D. Contractor shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Contractor will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Contractor will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit D. These forms shall be submitted to CareerSource Broward. Contractor shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer in need of system access so that

CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

F. Contractor agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Contractor, subcontractors and their employees may obtain access to information that is otherwise confidential; however, that access does not alter the confidential nature of the information. It is incumbent upon Contractor, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the DEO Intranet.

V. Indemnity:

Contractor is an independent contractor and shall carry out, exercise and execute its duties under this Agreement as an independent contractor. In discharging said duties and responsibilities, Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. Contractor agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

This Agreement may be terminated upon failure of either party to abide by the terms of the Agreement or for the convenience of the parties, within thirty (30) days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of Agreement:

This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Contractor

Name of Contractor:

Name of President or Officer: John P. Carreon

(Signature) John P. Carreon

(Title) President or Officer

(Date) 06/30/2023

ACCEPTED BY CareerSource Broward:

Name of President/CEO: CAROL HYLTON

(Signature) Ron Moffett for Carol Hylton

(Title) President/CEO

(Date) 07/17/2023

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

John P. Carreon

06/30/2023

Signature and Date

John P. Carreon

Printed Name

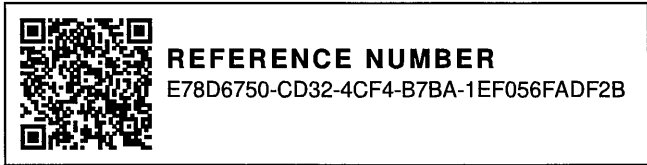
General Counsel & CCO

Title

Concorde Career Colleges, Inc.

Organization

SIGNATURE CERTIFICATE



TRANSACTION DETAILS

Reference Number
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Transaction Type
Signature Request

Sent At
06/30/2023 14:32 EDT

Executed At
07/13/2023 11:14 EDT

Identity Method
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Distribution Method
email

Signed Checksum
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Signer Sequencing
Enabled

Document Passcode
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DOCUMENT DETAILS

Document Name
Concorde Career Institute-Agreement No 2023-2026-Etp-153000

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39 pages

Content Type
application/pdf

File Size
261 KB

Original Checksum
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Jim Thompson</p> <p>Email jthompson@concorde.edu</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 5d54be3c55e248d09b360b7ea5a8e4ff6596ab319726f09cf8b5e37e73a92cdf</p> <p>IP Address 172.58.12.61</p> <p>Device Chrome via Windows</p> <p>Drawn Signature </p> <p>Signature Reference ID 1D579527</p> <p>Signature Biometric Count 5</p>	<p>Viewed At 06/30/2023 16:57 EDT</p> <p>Identity Authenticated At 06/30/2023 17:00 EDT</p> <p>Signed At 06/30/2023 17:00 EDT</p>
<p>Name John Carreon</p> <p>Email jcarreon@concorde.edu</p> <p>Signer Sequence 0</p> <p>Components 31</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 2684cca768b88e5c0c7ad6ae7b83dd421afb6235d96ff97547a022c8fe7bdce</p> <p>IP Address 98.228.109.9</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID C66B4912</p>	<p>Viewed At 06/30/2023 15:40 EDT</p> <p>Identity Authenticated At 06/30/2023 15:44 EDT</p> <p>Signed At 06/30/2023 15:44 EDT</p>

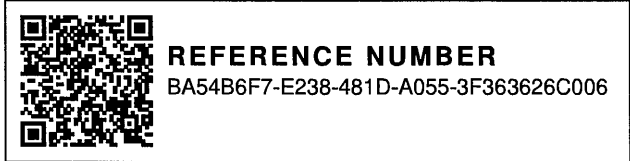
AUDITS

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06/30/2023 15:40 EDT	John Carreon (jcarreon@concorde.edu) viewed the document on Chrome via Windows from 98.228.109.9.
06/30/2023 15:44 EDT	John Carreon (jcarreon@concorde.edu) authenticated via email on Chrome via Windows from 98.228.109.9.

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06/30/2023 17:00 EDT	Jim Thompson (jthompson@concorde.edu) signed the document on Chrome via Windows from 172.58.12.61.
06/30/2023 17:00 EDT	Josh Alvarez (jalvarez@concorde.edu) was emailed a link to sign.
07/07/2023 12:23 EDT	Josh Alvarez (jalvarez@concorde.edu) was emailed a reminder.
07/13/2023 10:44 EDT	Josh Alvarez (jalvarez@concorde.edu) was emailed a reminder.
07/13/2023 11:11 EDT	Josh Alvarez (jalvarez@concorde.edu) was emailed a reminder.
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SIGNATURE CERTIFICATE



TRANSACTION DETAILS

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Transaction Type
Signature Request

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07/13/2023 11:23 EDT

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Signed Checksum
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Filename
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41 pages

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381 KB

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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
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SIGNATURE CERTIFICATE



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Executed At
07/13/2023 16:07 EDT

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42 pages

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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Moya Brathwaite</p> <p>Email mbrathwaite@careersourcebroward.com</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 65bd914c15fbd880b65d0e52fc3dbffa0f4bc36b9ce38da824b6565621d16009</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Moya Brathwaite</i></p> <p>Signature Reference ID 8DE35B37</p>	<p>Viewed At 07/13/2023 16:07 EDT</p> <p>Identity Authenticated At 07/13/2023 16:07 EDT</p> <p>Signed At 07/13/2023 16:07 EDT</p>
<p>Name Michele Baldis</p> <p>Email mbaldis@careersourcebroward.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 6150241d312fcae3078a926d71ab16ecc73d4b61943e20ff1fe541506099b0fc</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Michele Baldis</i></p> <p>Signature Reference ID A525D28C</p>	<p>Viewed At 07/13/2023 16:05 EDT</p> <p>Identity Authenticated At 07/13/2023 16:06 EDT</p> <p>Signed At 07/13/2023 16:06 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
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Email rmoffett@careersourcebroward.com	Multi-factor Digital Fingerprint Checksum 1c95bedd6559e63034672722169ddfe39ff26f197d1c7ecf69f4f3cbfe6af0bc	Identity Authenticated At 07/13/2023 15:26 EDT
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SIGNATURE CERTIFICATE



REFERENCE NUMBER
151E3C28-A85C-47B6-846E-20DB1536FA77

TRANSACTION DETAILS

Reference Number
151E3C28-A85C-47B6-846E-20DB1536FA77

Transaction Type
Signature Request

Sent At
07/13/2023 16:13 EDT

Executed At
07/17/2023 12:04 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
19367e27e2be12a4446db74313444c75f98f5c7aa7470c18c49033b9da776cd0d

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Pe-Concorde Career Institute-Agreement No 2023-2026-Etp-153000-Signed-Certificate-Signed-Certificate

Filename
pe-concorde_career_institute-agreement_no_2023-2026-etp-153000-signed-certificate-signed-certificate.pdf

Pages
44 pages

Content Type
application/pdf

File Size
550 KB

Original Checksum
5abc967490a15992b98af39f2b58c264e60d6af390c6328c414f15be8259585b

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Ronald Moffett Email rmoffett@careersourcebroward.com Components 2	Status signed Multi-factor Digital Fingerprint Checksum 9eade68a629a9df10073ff3eae8a9c68a757945f2ee49836972ab7e44bd54f84 IP Address 67.23.70.69 Device Chrome via Windows Typed Signature <i>Ronald Moffett for Career Institute</i> Signature Reference ID 2BAE863E	Viewed At 07/17/2023 12:02 EDT Identity Authenticated At 07/17/2023 12:04 EDT Signed At 07/17/2023 12:04 EDT

AUDITS

TIMESTAMP	AUDIT
07/13/2023 16:13 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'pe-concorde_career_institute-agreement_no_2023-2026-etp-153000-signed-certificate-signed-certificate.pdf' on Chrome via Windows from 67.23.70.69.
07/13/2023 16:13 EDT	Ronald Moffett (rmoffett@careersourcebroward.com) was emailed a link to sign.
07/17/2023 11:36 EDT	Ronald Moffett (rmoffett@careersourcebroward.com) was emailed a reminder.
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ELIGIBLE TRAINING PROVIDER CONTRACT

CONTRACT NO. 2022-2025-ETP-11009

BETWEEN

CAREERSOURCE BROWARD

AND

**DICK ROBINSON MEDIA PALM BEACH, LLC DBA
CONNECTICUT SCHOOL OF BROADCASTING**

Contractor/Vendor

CONTRACT NO. 2022-2025-ETP-11009

This Contract entered into on this 27th day of August, 2022 by and between **CareerSource Broward**, hereinafter referred to as "CSBD", having its principal office at 2890 W. Cypress Creek Road, Ft. Lauderdale, FL 33309 and **DICK ROBINSON MEDIA PALM BEACH, LLC DBA CONNECTICUT SCHOOL OF BROADCASTING**, a private for-profit proprietary institution, hereinafter referred to as "Contractor", having its principal office at 760 U.S. Highway One, North Palm Beach, FL 33408

In consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

ARTICLE I

ORGANIZATIONAL STATUS AND INFORMATION

1.1 Contractor Status

- 1.1.1 Contractor hereby certifies that it is an approved institution licensed by the Florida Department of Education to operate as a degree and/or certificate granting institution in accordance with the requirements set forth by the Florida State Statutes, to provide the course(s) of training described in its application to CSBD.
- 1.1.2 This Contract facilitates the delivery of occupational skills training on an individual basis to students referred by CSBD to Contractor. Contractor warrants that the courses which a participant needs to complete training in the occupational area approved by CSBD are those courses found in the Contractor's Course Catalog and are in accordance with the State Board of Education or Florida Department of Education guidelines governing curriculum and course availability.
- 1.1.3 Contractor shall identify a Contract Liaison within five (5) days of the execution of this Contract and shall notify CSBD in accordance with the Notice section under this Contract whenever there is a change to that individual.
- 1.1.4 Contractor is entering into this contract with the agreement and understanding that their ability to serve as an "Eligible Training Provider" (ETP) and receive referrals into the programs approved for training by CSBD is subject to the requirements applicable to an ETP under the Workforce Innovation and Opportunity Act of 2014, P.L. 113 – 128 and

guidance provided by the State of Florida Department of Economic Opportunity which can be found at:

https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9.

1.2 Change in Status

- 1.2.1 Contractor certifies that its legal name is as it appears in the introductory paragraph of this Contract and that any name change will be reported to CSBD within thirty (30) days of such action. In such cases an Amendment shall be executed by both parties. Should Contractor fail to notify CSBD of a name change, CSBD will immediately suspend referrals until such time as notice is received.
- 1.2.2 Approval of Contractor's program/course of training is granted by location. Contractor may not register or enroll CSBD participants into classes occurring at campuses not contained and approved in the application submitted to CSBD.
- 1.2.3 Contractor shall immediately inform CSBD of changes in location, accreditation status, licensure, certification, and certificate or issuing capacity.
- 1.2.4 Contractor shall immediately inform CSBD of changes to its degree requirements affecting courses of study on the CSBD Individual Training Account (ITA) list.

ARTICLE II

SCOPE OF SERVICES

2.1 TRAINING TO BE PROVIDED

- 2.1.1 Contractor agrees to provide training at its accredited and/or licensed facility, on-line or at an externship or clinical site based upon the approval granted by the CSBD governing boards at the time of submission of its application for the courses of study proposed to be placed on the Eligible Training Providers List, or ITA list as it is commonly known.
- 2.1.2 The programs of study into which CSBD students may be enrolled are limited to programs of study on the list of high demand occupations contained in the State of Florida's Regional Targeted Occupations List (TOL) for Broward County, which school is also on the list of approved schools and programs of study approved by the State of Florida and called

the Eligible Training Providers List (ETPL), whose courses are approved by CSBD governing boards.

- 2.1.3 Contractor agrees to provide only the training specified in the Training Voucher presented to the campus Cashier's office for payment by CSBD participants.
 - a. Course authorization shall only be transmitted via a CSBD Training Voucher. No oral approval of courses shall be honored for tuition reimbursement requests.
 - b. Should Contractor enroll students into courses not listed on the Training Voucher, the parties agree that CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.
- 2.1.4 Contractor agrees that this Contract does not obligate CSBD to refer students.
- 2.1.5 Contractor may refer prospective applicants to CSBD for program eligibility determination so that they may receive financial assistance for a program of study. Contractor agrees that this Contract does not obligate CSBD to refer students back to Contractor and that CSBD will determine whether the student has the qualifications and desire to attend Contractor's school.
- 2.1.6 Training shall be in the occupational area identified on the Training Voucher with the specified weeks of instruction, and/or hours per course as outlined on the applicable program sheets of the Contractor's current academic year Course Catalogs and approved for the student at the time of their enrollment as described on the CSBD ITA List.
- 2.1.7 Participant Training Vouchers, Referrals and Assessment
 - a. An individual training account (ITA) refers to an amount as determined by the CSBD governing boards, which is available to pay for training for an eligible individual registered and enrolled in a CSBD funded program.
 - b. A training voucher indicates the amount of ITA funds allocated to an individual participant for the courses and time frames described on the voucher.
 - c. Neither Contractor nor enrolled eligible individuals have any property rights which attach to individual training accounts and may not access more than the amount necessary to pay for their tuition for the approved course into which they are enrolled or the limit set on the amount of the ITA by the CSBD governing board, whichever amount is lower.

- d. The parties agree that the CSBD Training vouchers are not transferable and have no intrinsic value.
 - e. To assure that CSBD participants are capable of attainment of the skills to be learned through Contractor's course of training, Contractor shall provide CSBD with the grade level at which textbooks for the individual courses of study are normed at the time of submission of their application for each individual course of study requested to be added to the ITA List.
 - f. Regardless of CSBD's participant/applicant scores on Contractor's entrance exams CSBD reserves to itself the right to assess participant/applicants as required by the state using nationally recognized assessment instruments such as the TABE test to determine whether the participant/applicant has the literacy and numeracy skills to be successful.
 - g. Participant/applicant TABE assessment scores which indicates that a prospective student/applicant is not on grade level with respect to the text book grade level provided to CSBD for the course to which the participant has applied, will result in the participant being counseled and denied approval for the individual training account needed for the student/applicant to attend the course of study at Contractor's school.
- 2.1.8 The approval of Training Vouchers for new students for a program of study is subject to performance by Contractor. Following CSBD governing boards' approval to add a program of study to the ITA list, Contractor shall be limited to ten (10) CSBD student/participants for each program of study from the date that the contract is signed, until such time as the seventy percent (70%) training-related placement rate can be documented through the State of Florida's management information system and/or Florida Education and Training Placement Information Program (FETPIP), as applicable, and as described in Article 6.1.1 below.
- 2.1.9 From time to time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from the CSBD Special Projects Program Manager. If a transfer is authorized by Contractor prior to receiving written approval from CSBD, CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.
- 2.1.10 Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old, as they will be considered expired and CSBD shall not be obligated to reimburse for those Training Vouchers.

2.2 Pell Grants And Other Financial Aid

- 2.2.1 Contractor agrees that its Financial Aid Office will assist CSBD participants in determining eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance and other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
- 2.2.2 CSBD shall obtain a signed release from each participant to whom a voucher is issued. The release shall be on a form supplied by Contractor or approved by Contractor and shall be drafted in accordance with FERPA requirements. CSBD or the student shall submit the releases to Contractor. Contractor agrees to provide CSBD with the amount of a participant's PELL grant award, or a copy of the participant's Student Aid Report or other document evidencing that the student has been awarded or denied a PELL grant or other financial aid and the manner in which the PELL grant or other financial aid will be disbursed, within thirty (30) days of receipt by the Contractor of notification of the award. This can be transmitted by FAX, email, or through some other system agreed to by CSBD and Contractor.
- 2.2.3 CSBD will issue an initial Training Voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to CSBD by Contractor.
- 2.2.4 Contractor agrees that they will not collect tuition more than one time for each individual CSBD participant referred. Contractor may not seek or apply Workforce Innovation and Opportunity Act (WIOA) or Welfare Transition Program (WTP) funds and/or any other grant received by CSBD used to pay for participant training/tuition to the total tuition costs for the same participant. Contractor may not combine PELL and WIOA or PELL and WTP funds if the combination of the payments will be in excess of the total tuition listed in the publicly advertised catalogue. Contractor agrees to accept the WIOA and/or WTP payment made by the CSBD as full payment for the tuition and shall not withhold any PELL or other grants in aid or scholarships or in any way hold the participant responsible for any unpaid tuition regardless of whether participant completes training or not except where the CSBD payment and the PELL, other grants in aid, or scholarships are less than the Contractor's tuition, in which case Contractor may also retain the PELL and other financial aid payments. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of WIOA/WTP funds.

- 2.2.5 Contractor agrees to immediately inform CSBD if its student federal loan default rate falls below the threshold which governs Contractor's PELL eligibility.
- 2.2.6 Contractor agrees to inform CSBD if the Contractor is placed on any Federal Title IV sanctions related to default rates.
- 2.2.7 Contractor will not defer or delay payments of PELL or other financial assistance to students.

ARTICLE III

COMPENSATION

3.1.1. Tuition, Fees, and Training Vouchers

- 3.1.1 Contractor shall be responsible for the day-to-day administration, coordination, and operation of its program including fiscal and administrative record keeping and documentation.
- 3.1.2 Contractor certifies that the tuition charged for CSBD participants is not more than that charged to the general public.
- 3.1.3 In addition to limiting tuition to the cost of the publically advertised price reimbursement of tuition shall be limited to the Training Voucher amount issued to the student.
- 3.1.4 Payments to Contractor shall be subject to the terms and conditions of this Contract.
- 3.1.5 The CSBD Training Voucher may cover enrollment, tuition, book and lab fees, registration and such other fees, as applicable, minus any scholarships or other financial aid per student, pursuant to the Training Voucher, which cannot exceed the amount of the Individual Training Account cap approved by the CSBD governing boards, regardless of whether this amount covers the total cost of participant's tuition, registration, testing, books, and lab fees. The amount of the individual training account cap is subject to change regardless of any formal notice to Contractor, as changes in the cap are determined by the CSBD governing boards at a public meeting.
- 3.1.6 CSBD shall not be obligated to pay in excess of the Individual Training Account amount approved for a participant.
- 3.1.7 Policies regarding payment for books, tools, related expenses, and lab fees shall be subject to the CSBD policies regarding their inclusion or non-

inclusion in the individual training account limitation and costs determined allowable for reimbursement per participant.

- 3.1.8 Contractor is responsible for verifying costs to be included in the Individual Training Account cap to be paid by CSBD for each individual enrolled prior to or simultaneous with a participant's enrollment. In the event the tuition and related expenses are less than the Individual Training Account cap set by the CSBD governing boards, CSBD shall only be obligated to pay the actual cost of the tuition and approved related expenses.
- 3.1.9 Contractor agrees to accept the CSBD Training Voucher to provide payment coverage and allow students to register and enroll a participant in lieu of cash or a check prior to the start of classes. Each Training Voucher will list the course selections and other items allowable for that participant. Contractor shall submit invoices to CSBD for each Training Voucher submitted and accepted by Contractor.
- 3.1.10 Entry into this Contract for purposes of payment is based on Contractor's annual advertised tuition or price as advertised to the general public. Reimbursement for CSBD participants' tuition may not exceed the advertised total tuition costs or price as contained in the catalogue published for the general public. Contractor may not charge CSBD for tuition and related fees in excess of those advertised to the general public, nor may contractor change the content or required books, supplies and lab fees for CSBD students in excess of what is advertised and charged to the general public.
- 3.1.11 Contractor prices may change from the time of their application and approval for inclusion on the ITA List. Contractor agrees to maintain the price proposed at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. Contractor may submit adjustments to their price schedule in May of each year to be effective July 1 through June 30 of the following program year. In no case does CSBD agree to pay in excess of the cap set for Individual Training Accounts/Vouchers by the CSBD governing boards. The CSBD Program Year begins on July 1 and ends on June 30 each year.
- 3.1.12 For private not-for-profit or private for-profit institutions, CSBD shall pay tuition on a monthly basis by dividing the amount of the tuition and other costs up to the Individual Training Account awarded the participant in accordance with the cap set by the CSBD governing boards into monthly installment payments. CSBD shall not be responsible for reimbursement of tuition for any month in which participant(s) is not in attendance for a minimum of ten (10) class days a month.

3.1.2. Withdrawal and Drop Fees

3.2.1 Contractor agrees that the payment of tuition and fees by CSBD for participants who withdraw or drop courses shall be governed as follows:

- a. For withdrawals within the first ten (10) class days of the month, CSBD shall not be responsible for the monthly tuition installment payment for that month or for any subsequent month for any unpaid portion of the tuition for which CSBD would otherwise be responsible as applicable to the individual who has dropped out or withdrawn.
- b. For withdrawals after the first ten (10) class days of the month, CSBD shall be responsible for the monthly payment through that month only; after which, CSBD shall not be responsible for any unpaid portion of the tuition applicable to the individual who has dropped out or withdrawn.
- c. Contractor agrees that participants referred by CSBD who subsequently withdraw, shall not be personally responsible for any unpaid tuition or fees.
- d. Contractor shall return all refunds or credits to CSBD within forty-five (45) business days of receipt or credit respectively, with sufficient information to identify the cause of that refund or credit.

3.1.3. Invoices

3.3.1 Contractor agrees to provide CSBD with student attendance data with each invoice submitted for payment.

3.3.2 Contractor shall date stamp Training Vouchers when they are received. In order to receive payment, Contractor shall submit an invoice to CSBD within forty five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty five (45) days of receipt of the Training Voucher shall be voided and CSBD will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for CSBD to reimburse for the Training Voucher.

3.3.3 In general, CSBD shall not be obligated beyond the maximum Individual Training Account/voucher cap set by the CSBD governing boards. Further, CSBD shall only be obligated for payments through withdrawal or completion of participant(s) whichever amount is less.

3.3.4 Tuition and fees billed to CSBD must be calculated minus any scholarships or other financial aid available and awarded to the participant.

3.3.5 Invoice Errors

Contractor shall be trained by CSBD regarding the correct way to submit invoices for the reimbursement of tuition. Submission of multiple invoices containing errors shall be reported to the CSBD governing boards and shall be considered a performance failure. Following the training, Contractor will receive a written warning from CSBD if Contractor submits invoices:

- a. Containing mathematical errors, or
- b. Which seek reimbursement for items not covered by the budget, or
- c. Which are late, or
- d. Which do not have the appropriate supporting documentation.

3.3.7 Upon final payment to Contractor of amounts due at the end of each program year under this Contract, less any credits, refunds, or rebates due to CSBD, Contractor hereby releases and discharges CSBD from any financial claims arising from this Contract for that program year. To be entitled to payment, invoices must be received from Contractor within forty five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited and CSBD will not honor any requests submitted after the aforesaid time period.

3.4 Reimbursement of Tuition for Youth

3.4.1 Contractor agrees that with respect to any youth referred by CSBD between the ages of 18 and 24 (who have not yet reached their 24th birthday), Contractor will accept the PELL and the CSBD ITA in full payment of their tuition. Any balance of tuition owed will be granted to the youth as a scholarship. CSBD may approve a youth between the ages of 16-18 on a case by case basis with state approval.

3.5 Payment Withholds

3.5.1 To the extent considered necessary by CSBD any sums due Contractor under this Agreement may be retained by CSBD until all of CSBD's claims for credits, overpayments, erroneous payments, payments not due Contractor for reasons of nonattendance or any other reason, pursuant to this Agreement have been resolved. Any amount withheld shall not be subject to interest payments on the part of CSBD.

ARTICLE IV

CONTRACT DOCUMENTS

4.1 Incorporation of Documents by Reference

4.1.1. This Contract incorporates by reference the following documents as if fully set forth herein:

- a. The Contractor Catalog which is on file with Contractor and a copy of which has been provided to CSBD.
- b. Contractor's completed general application to CSBD and each course/program application to be included as an eligible training provider on the CSBD list which is on file with CSBD.
- c. Exhibit B, Safeguarding the Confidentiality of Student Records and Information.
- d. The Training Voucher(s). Added as participants are referred. Sample included as Exhibit C.
- e. Exhibit D, Individual Non-Disclosure and Confidentiality Agreement
- f. Certification regarding Debarment and Suspension.
- g. Drug Free Workplace Form.
- h. Lobbying Certification.
- i. Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)
- j. Byrd Anti-Lobbying Certification
- k. Certification Regarding Environmental Tobacco Smoke
- l. Assurances and Certifications.
- m. A copy of the licenses/approvals from Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the CSBD governing boards has designated as necessary to meet licensing and accreditation criteria, thereby making Contractor eligible to be on the ETP List which when forwarded by Contractor are on file with CSBD.

- n. Accreditation Information, Institutional and/or Programmatic provided by Contractor and on file with CSBD.
- 4.2.1. The documents referenced above shall be referred to collectively as the "Contract Documents." Exhibits denoted as on file are not attached to this Contract but are available upon request. Where there is a conflict between them, the documents shall control in this order:
- a. The Contract Provisions.
 - b. The Training Voucher.
 - c. The Contractor Catalog submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.

ARTICLE V

TERMINATION, SUSPENSION AND FAILURE TO PERFORM

5.1 Termination

- 5.1.1 Either party may terminate this Contract upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Contract or such shorter period as may be mutually agreed to by CSBD and Contractor. Contractor will be entitled to receive payments for tuition in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. CSBD shall not be liable for any expenses incurred by the Contractor after the effective date of termination of the Contract or any Amendment hereto.
- 5.1.2 Any termination or suspension notice shall be by written notice from CSBD to Contractor or from the Contractor to CSBD in accordance with the Notice section under this Contract. In the event of a termination, which is not for cause, Contractor shall be entitled to payment for approved incurred costs through the date of termination in accordance with the payment provisions under this Contract and only to the extent that funds are made available to CSBD to make such payments.
- 5.1.3 The Parties hereby agree and understand that all tuition payments are contingent upon the availability of federal funds and the continued authorization for program activities under the Workforce Innovation and Opportunity Act, the Welfare Transition Program, or any grant received by CSBD which is used to pay for participant training/tuition as applicable.

CSBD may immediately terminate this Contract or provide notice regarding the lack of funds to continue payment of tuition for individual students if for any reason either the US DOL or the State of Florida fails to provide funds for the grant through which this Contract is funded.

- 5.1.4 CSBD may terminate this Contract at any time that the CSBD authorized representative determines that:
- a. Contractor has failed to provide the program of study or any of the services Contractor has contracted to provide under this Contract or in its Catalog, or
 - b. Contractor has failed to comply with Workforce Innovation and Opportunity Act or Welfare Transition Program requirements affecting PELL or other grants in aid or the training to be provided, or
 - c. Contractor's school is not located at the address authorized by the Florida Department of Education, or
 - d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education, or
 - e. Contractor is charging CSBD participant/students a tuition and applicable fees different from that offered to the general public for the course of study publically advertised or for the same course of study, or
 - f. Contractor's status as an ETP has been suspended by the Florida Department of Economic Opportunity because Contractor has:
 - i. Reported inaccurate performance or demographic information to the state, or
 - ii. Substantially violated the requirements for ETP under WIOA, or the policy issued by CareerSource Florida attached to this Contract as Exhibit A, incorporated herein as if fully set forth in its entirety, or
 - iii. Engaged in fraud, criminal acts, incapacity, unfitness, neglect, incompetence, and irresponsibility, an offer of unlawful remuneration to attract participants, misfeasance, malfeasance, nonfeasance or lack of performance.
 - iv. Suspension under these circumstances will be for a period of two (2) years, at which time the provider may reapply for initial eligibility.
 - g. Contractor has failed to take corrective action:

- i. Regarding a student Complaint. In the event of a student/participant complaint if it relates to Contractor, Contractor shall address the complaint in accordance with its internal processes. If the complaint is brought to CSBD, CSBD shall refer the student to Contractor.
- ii. In the event that a monitoring or audit finding related to fiscal issues arises and after notification contractor has not complied with CSBD requested corrective action.
- h. Accreditation of Contractor's school and/or course of study has been suspended or lost, or
 - i. If evidence of insurance is not provided.
 - j. If it is found that the training is not in accordance with that which was approved by the CSBD governing boards, or
 - k. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ITA List, or
 - l. If the school or a program of study which was eligible for Title IV federal assistance through PELL grants loses its eligibility to receive PELL grants for its students or for a program of study, or
- m. Contractor's eligibility as an ETP has been revoked or suspended by the State of Florida or by CSBD.
- n. Contractor has not met the required performance as described below in Article 5.3, or
- o. If there have been no enrollments into Contractor's courses of study within any twelve (12) month period during the term of this Contract, or
- p. If Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.

5.2 SUSPENSION

5.2.1 CSBD may suspend Contractor's Contract or referrals into a program:

- a. For any of the reasons listed in Article 5, section 5.1.4.
- b. CSBD may suspend referrals to a course of study in the event that the Contractor delays the start date of training by more than five (5) business days.

- c. CSBD may suspend referrals to a course of study in the event that the occupational training does not result in an average minimum entry wage required for Broward County pursuant to CSBD governing boards' policy.
- d. CSBD may suspend referrals to a program on the ITA list if more than fifty percent (50%) of the course's total enrollment is comprised of CSBD or other WIOA supported participants.
- e. CSBD may suspend referrals to a program on the ITA list if the training program is for a job or occupation no longer considered to be in demand because it ceases to be on the State of Florida Regional Targeted Occupations List (TOL) for Broward County, or pursuant to CSBD governing boards' policy the occupation is deemed to be saturated because there are more applicants than there are jobs, or
- f. CSBD may suspend referrals to a program on the ITA list if the program of study is materially changed in terms of additional hours to complete the course and/or there is an increase in tuition.
- g. CSBD may suspend Contractor's Contract if the documents necessary to complete the Contract file are not provided, including but not limited to appropriate resolutions identifying the signor, or incomplete Execution pages due to an unauthorized signor, or the name provided is not the correct legal name of the entity.
- h. If following a visit or receipt of information regarding contractor CSBD deems the course of study or school to be detrimental to CSBD participants.
- i. Contractor has not met the required performance as described below in Section 5.3.

5.3 FAILURE TO PERFORM

- 5.3.1. CSBD may terminate this Contract or suspend referrals to an approved program of study on the CSBD ITA list of approved courses if a minimum of seventy percent (70%) of the students enrolled by CSBD and who complete their training are not placed in training related jobs pursuant to CSBD policy within ninety (90) days following the completion of training or within a period approved by the CSBD governing boards from the date of completion of training. This determination will be based upon:
 - a. A denominator consisting of the number of CSBD participants enrolled in the course that successfully completes the training and a numerator

consisting of those individuals who successfully complete training and are placed into a training related job within the time period approved by the CSBD governing boards from the date of completion of training.

- b. Training related placement performance will be reviewed by CSBD on a bi-annual basis
- 5.3.2. CSBD shall provide Contractor with information from time to time regarding the training-related placement performance of students as it appears in the State of Florida Management Information System used to evaluate CSBD Performance.
- 5.3.3. CSBD staff will communicate in writing with Contractor to discuss any need for corrective action.
- 5.3.4. If performance is not met, the course of training will be removed from the ITA List. Referrals will continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time Contractor may reapply to be included on the CSBD Eligible Training Provider List.
- 5.3.5. If Contractor's eligibility to serve as an ETP is terminated or suspended, they shall be liable for the repayment of funds received under this contract during the time period any of the violations described in paragraph 5.1.4 e occurred.

ARTICLE VI

GENERAL REQUIREMENTS

6.1 REPORTS AND INFORMATION

6.1.1 Submission of Reports and Required Documents

- a. Contractor agrees to file course completion and placement information for CSBD students with the Florida Education and Training Placement Information Program (FETPIP) Office of the State of Florida and to provide CSBD with copies of the FETPIP report annually or upon CSBD's request.
- b. Contractor agrees to assist CSBD participants in obtaining instructor signatures on attendance sheets.

- c. Contractor agrees to provide CSBD with a copy of its insurance certificate which cites CSBD as the named insured on an annual basis for the duration of the contract.
- d. Contractor shall provide a copy or evidence of a license, certificate, or degree, if any obtained by CSBD participants, as well as any academic or equivalent degree, or such other skill certificate as may be awarded to graduates of Contractor's program even if the participant has an outstanding balance with the school.
- e. Contractor agrees to provide CSBD with the educational and financial records of CSBD participants enrolled in Contractor's college, university, or institution in accordance with the FERPA release signed by the participant/student, should the release be required.
- f. Contractor agrees to provide CSBD with tuition information provided to the general public.
- g. Contractor agrees to provide CSBD with such additional information as may be required by the State of Florida including but not limited to:
 - i. The percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program.
 - ii. The percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program;
 - iii. The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program
 - iv. The percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program. (For the purposes of this clause, program participants who obtain a secondary diploma or its recognized equivalent shall be included in the percentage counted only if such participants, in addition to obtaining such diploma or its recognized equivalent, have obtained or retained employment or are in an education or training program leading to a recognized postsecondary credential within one (1) year after exit from the program.
- h. Contractor agrees to notify CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.

6.1.2 Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training

- a. Contractor agrees to notify CSBD within five (5) business days of a participant's formal withdrawal, absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
- b. Contractor agrees to notify CSBD when a participant successfully completes the training program and will provide CSBD with a copy of the certificate of completion or the degree.

6.2 Maintenance and Disclosure of Records, Monitoring, and Confidentiality

6.2.1 Contractor shall keep copies of all records, accounts, and documents pertaining to the operation of this Contract or any Amendment hereto for five (5) years following the expiration of this Contract.

6.2.2 In the event of an audit or monitoring finding, claim, litigation, negotiation or other action involving this Contract or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

6.2.3 Contractor agrees to allow authorized representatives of CSBD, the Florida Department of Economic Opportunity (DEO), the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor (US DOL), or Health and Human Services (HHS) to monitor classes in which participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and payments covered under this Contract. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws"). Contractor shall only disclose personally identifiable student information to CSBD pursuant to a FERPA Authorization Form, specifying the student information to be released, the purpose of the release, and the recipient, CSBD, signed by students whose tuition is in whole or in part paid for by CSBD. Further Contractor shall provide a FERPA release to CSBD for each student in the CSBD program with respect to whom information is requested from CSBD,

6.2.4 In addition to the requirements under Article 6, section 6.2.3, Contractor and CSBD will comply with the requirements of **Exhibit B**, Safeguarding the Confidentiality of Student Records and Information.

6.3 Notice

6.3.1 All notices required to be given to CSBD under this Contract shall be sufficient when faxed, hand delivered or mailed to the CSBD President/CEO c/o CSBD at its office located at: 2890 W. Cypress Creek Rd., Fort Lauderdale, FL 33309.

6.3.2 All notices required to be given to the Contractor under this Contract shall be sufficient when faxed, hand delivered, or mailed to Contractor's President or his/her designee, at their office located at the address entered in the first paragraph of this Contract.

6.4 Force Majeure

6.4.1 "Force Majeure" shall mean an event beyond the control of Contractor or CSBD which prevents a Party from complying with any of its obligations under this Contract, including, but not limited to:

- a. An act of God, such as, but not limited to, hurricanes, earthquakes, drought, tidal waves and floods.
- b. Explosions and fire.
- c. War, hostilities, whether war be declared or not, invasion, act of foreign enemies, mobilization, requisition, or embargo.
- d. Strike, go slows, lock outs or disorder.
- e. Acts or threats of terrorism.

6.4.2 In the event of a Force Majeure

- a. Neither the Contractor nor CSBD shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the Effective Date.
- b. The "Affected Party" prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
- c. If Contractor is unable to hold classes or to register and enroll students, CSBD may direct students to other schools or may advise them to wait until Contractor is operational depending upon what will best suit the student/participant.

- d. If participants have already submitted their vouchers but have not yet attended class or are within the drop/add period Contractor shall return the fees and tuition paid if requested by CSBD.
- e. If participants have attended class and are beyond the drop/add period, Contractor and CSBD shall meet to determine the best course of action for the students. This may include a pro rata partial refund of the tuition paid.

6.5 Compliance with Applicable Laws and Regulations

- 6.5.1 Contractor agrees to adhere to Workforce Innovation and Opportunity Act of 2014, P. L. 113 - 128 as it may be amended and the rules promulgated thereunder, and the Florida Welfare Transition Program, FS 445 as amended as they may apply to the terms and conditions of this Contract.
- 6.5.2 Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-contracts.
- 6.5.3 Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD.
- 6.5.4 When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as referenced in Article 4, section 4.1.1 (f). If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required, it may be obtained from CSBD. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the CSBD Legal Department.
- 6.5.5 When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, the Contractor is not presently nor previously within a three (3) year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor will provide assurances of compliance as referenced in Article 4, section 4.1.1 (d) entitled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.
- 6.5.6 When applicable, the Contractor shall disclose all related party transactions.

6.5.7 E-Verify: Contractor agrees to comply with Florida Statutes 448.098 and shall:

- a. Use the E-Verify system to verify the work authorization status of all new hires, contractors and subcontractors,
- b. Not employ, contract with, or subcontract with an unauthorized alien,
- c. Obtain affidavits from its applicable contractors swearing and affirming that such subcontractors do not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.

6.5.8 Prohibition on certain telecommuting and video surveillance services or equipment-2 CFR 200.216

a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is

reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

6.5.9 Statutory and national policy requirements-2 CFR 200.300

a. The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

b. The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310

6.6 No Waiver of Sovereign Immunity

6.6.1 If Contractor is a state agency as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

6.7 Governing Law And Venue

6.7.1 This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida the venue situs.

6.7.2 To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.

6.8 Contractor Obligations To Adhere To Public Entity Crimes Policy

6.8.1 Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a Contractor, Consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD competitive procurement activities.

6.8.2 In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity crime) and that it has not been formally charged with committing an act defined as a (public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.9 Equal Employment And Compliance With Discrimination Laws

6.9.1 In the discharge of Contractor's duties, Contractor agrees to adhere to the following equal employment laws as applicable to Contractor:

- a. Compliance with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
- b. Compliance with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
- c. Compliance with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.

- d. Compliance with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended.
 - e. Compliance with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)
 - f. Compliance with WIOA Non-Discrimination Requirements at section 188 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.
- 6.9.2 With respect to a determination of undue hardship as it applies to the provision of an accommodation for an individual with a disability Contractor must adhere to 29 CFR Part 37.
- 6.9.3 Contractor assures that its facilities are accessible to the disabled. Should it be determined that Contractor does not meet the minimum requirements as established by US Department of Labor Civil Rights Center Disability Checklist they will be removed from the CSBD ITA list.

6.10 Insurance

- 6.10.1 This is a Vendor Contract. Contractor shall maintain such third party liability and other insurance as is usual and customary for like schools and institutions providing instruction in courses similar to those provided by Contractor. Schools shall at a minimum maintain:
- d. General Liability Insurance on a negligence basis, including injuries and accidental death to any person in an amount not less than one million dollars (\$1,000,000) and subject to the same limit for more than one person in an amount not less than one million dollars (\$1,000,000) on account of one (1) accident.
 - e. The Contractor shall make available to CSBD Certificates of Insurance prior to commencing any operations under this Contract, with such certificates clearly indicating that the Contractor has obtained insurance in the amounts, type and classifications specified in this section.
 - f. All insurance coverage required by CSBD under this Contract shall cite CSBD as an additional insured under the policy. In the event the policy is cancelled, CSBD shall have the right to cancel this Contract.

6.11 Amendments

- 6.11.1 This constitutes the entire Contract between the parties. Any modification or addition hereto shall not become binding on either party until accepted

by both parties, reduced to writing and attached hereto as an Amendment to this Contract.

6.11.2 The parties further agree that this Contract may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.

6.12 Assignment

Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Contract without prior written approval of CSBD.

6.13 Prior Contracts

This document incorporates and includes, all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, Contracts, understandings concerning the subject matter of this Contract, that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and CSBD. In the event that any of the terms and conditions set forth in this Contract is in conflict with Contractor's official proposal, the conflict shall be resolved in favor of this Contract.

6.14 Independent Contractors

The parties understand and agree that they are independent contractors and no provisions of this Contract shall be construed as creating an agency or employment relationship between the parties and their employees, agents, subcontractors or assigns.

6.15 Headings

The headings of the sections of this Contract are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

6.16 Term

6.16.1 This Contract shall begin on the date it is executed by all the parties and shall terminate on June 30, 2025 unless:

- a. Contractor's status as an eligible training provider on the State of Florida's Eligible Training Provider List is terminated and course approval by the CSBD governing boards. is terminated; or
- b. This contract is terminated or suspended in accordance with Article V, or
- c. Contractor fails to reapply for ETP status three (3) months prior to June 30, each year in which approval is required to continue on the Eligible Training Provider List in which case there will be no referrals to Contractor until their "continued eligibility" as an ETP has been approved by the Florida Department of Economic Opportunity.

6.16.2 CSBD reserves the right to continue participants referred by CSBD to Contractor until their training is complete or to transfer the participants and be relieved of its obligation to Contractor for payments beyond the termination date if this Contract is terminated because:

- a. Contractor has lost their eligibility status as an ETP for any reason.
- b. The contract is terminated in accordance with Article V.

6.17 Execution

This document shall be executed in two (2) counterparts, each of which shall be deemed as original, or may be executed in digital format which shall be deemed as original.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: DICK ROBINSON MEDIA PALM BEACH, LLC DBA CONNECTICUT SCHOOL OF BROADCASTING, signing by and through its PRESIDENT following EXECUTIVE (Board, Executive, Commission) approval on the 19 day of August, 2022 and CareerSource Broward signing by and through its President/CEO.

AS TO DICK ROBINSON MEDIA PALM BEACH, LLC DBA CONNECTICUT SCHOOL OF BROADCASTING:

ATTEST:

Mary Robinson
Kayla Salmon Bell

By: *James Robinson*
(Signature)

Printed Name: James Robinson

Title: President

Date: 08/19/2022

AS TO CAREERSOURCE BROWARD:

ATTEST:

Amy Winer
Moya Brathwaite

By: *Carol Hylton*
(Signature)

Printed Name: CAROL HYLTON

Title: PRESIDENT/CEO

Date: 08/27/2022

Approved as to form by the CareerSource Broward
General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: *Rochelle J. Daniels*
Rochelle J. Daniels
General Counsel

Exhibit B

Safeguarding the Confidentiality of Student Records and Information

The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA.

Each party participating in this Agreement agrees to:

- (1) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or as required or permitted by law unless the parent of a student provides prior written consent for their release. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.
- (2) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements.
- (3) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement, and
- (4) Each party to this Agreement agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law.

This section shall survive the termination of all performance or obligations under this Agreement.

EXHIBIT C-SAMPLE TRAINING VOUCHER



2890W Cypress Creek Road
 Fort Lauderdale, FL 33309
 csbd@careersourcebroward.com
 www.careersourcebroward.com
 (954) 202-3830
 FAX: (954) 202-3620

 Issue Date: _____
 Expiration Date: _____

THIS VOUCHER IS VALID
 48HRS AFTER ISSUEDATE

Participant

ID:
 123 Main Street
 Davie, FL 33324
 (954) xxx-xxxx
 Account #:

Success Coach

Jane Doe
 (000)000-0000
 Location: South One-Stop

Funding Source
 WTP

Training Provider

BROWARD COLLEGE (XXXXX)
 ATTN:
 6400 NW 6 WAY
 FORT LAUDERDALE, FL 33309
 954-XXX-XXXX

Training Program

Business Administration AS (Central) BC Code 1111/1111B
 Begin Date:
 End Date:
 Total Program Cost: \$xxxx.00

Onet Title: Administrative Services Managers

Description of Costs

<u>Item Description</u>	<u>Category</u>	<u>Unit Price/Fee</u>	<u>Quantity</u>	<u>Total</u>
Summer 2020 Tuition	Tuition/ITA	1111.00	1	\$1111.00
Grand Total:				\$1,111.00

Note To Training Provider

This Individual Training Account (ITA) Voucher will only cover the tuition for the specific Participant and Training Program/Coursed listed above. By accepting this voucher, you understand that any tuition and/or training costs incurred by the Participant for a training program/course, other than the program/course listed above, will not be reimbursed or be an obligation of CareerSource Broward (CSBD). The Pell Grant must be used first for payment of tuition prior to billing CSBD, where applicable, as per the *Workforce Innovation And Opportunity Act of 2014*. **Please return this form with your invoice to the address listed above, ATTN: Finance Department**

Note To Participant

By signing below, you agree to the following: a) to give permission for the above named Training Provider to release my ITA-related Training performance, academic, financial aid, and/or behavioral information to CSBD; b) to provide the original ITA Voucher to the above Training Provider to complete the enrollment/registration process; and c) that it is my responsibility to pay for any training-related costs Above my approved ITA amount and/or that are not required for the above named Training Program.

Payment & Invoicing

Upon acceptance of this voucher, the Training Provider agrees to comply with CSBD policies, invoicing procedures and reporting requirements. An ITA Voucher is for the training program and/or training-related items listed above only. No handwritten changes will be accepted for payment. Direct all tuition/item discrepancies to the CSBD Success Coach listed above. Voucher is valid before the start date, after the end date and upon depletion of the Participants approved ITA dollar amount listed. ***Direct all invoicing questions to the CSBD Finance Department, using the contact information at the tip of the page.

Participant Signature _____ Date _____
 Success Coach _____ Date _____
 Supervisor Signature _____ Date _____

EXHIBIT D

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information (PII) of individuals who receive public assistance, employment and unemployment insurance records maintained by the Florida Department of Economic Opportunity, made available to my employer, for the limited purpose of performing its official public duties pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include the name (or other PII), social security numbers, wage, unemployment and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my public duties associated with the program requirements set forth under contract or agreement, I understand that I may be granted access to confidential data managed and controlled by entities that are not party to this agreement. Prior to receiving access to such systems, I acknowledge and agree to abide by the following standards:

- 1) I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
- 2) I will use access to the systems only for purposes authorized by law to secure information to conduct official program business consistent with my official public duties.
- 3) I will not disclose my user identification, password, or other information needed to access the systems to any party nor shall I give any other individual access to information secured.
- 4) If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access the Workforce Systems or other systems to which I have been granted access, I will immediately notify the Regional Workforce Board Security Officer.
- 5) I will store any disclosed confidential information in a place physically secure from access by unauthorized persons.
- 6) I will store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
- 7) I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
- 8) I will not share with anyone any other information regarding access to the Systems unless I am specifically authorized by the Agency.
- 9) I will not access or request access to any social security numbers, personal information, wage,

employer, unemployment or employment data unless such access is necessary for the performance of my official duties.

- 10) I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
- 11) I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served in such a way to prevent the information from being reconstructed, copied, or used by any means.
- 12) I certify or affirm I have received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations or have received written standards and instructions in the handling of confidential data from my employer or the Agency. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
- 13) I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: _____ **Date:** _____

Print Employee Name: _____

Organization Name: _____

Organization Address: _____

Job Title: _____

Work Phone Number: _____ **Ext:** _____

Work E-Mail: _____

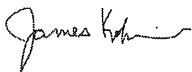
Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature

08/19/2022

Date

James Robinson

President

Print Name and Title of Authorized Representative

Dick Robinson Media Palm Beach, LLC dba Connecticut School of Broadcasting
Eligible Training Provider Agreement
PY 2022 – 2025

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.

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2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.

3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

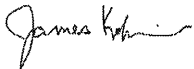
G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.



08/19/2022

Signature

Date

James Robinson

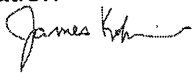
Print Name

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the Congress, an Officer of 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.
- (3) 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 agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

Dick Robinson Media Palm Beach, LLC dba Connecticut School of Broadcasting	ETP
Grantee/Contractor/Organization	Program/Title
James Robinson 	08/19/2022

Name of Certifying Official	Date
Print Name and Sign	

***Note:** In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). *Lobbying Certification (29 CFR Part 93)*

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource Broward and Contractor.

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of the Department for Economic Opportunity (hereinafter, DEO) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Investment Act (WIA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Contractor, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Contractor is aware that there is a DEO Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.

C. Contractor, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Contractor must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Contractor's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Agreement to CareerSource Broward.

D. Contractor shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Contractor will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Contractor will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form",

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which is attached as Exhibit D. These forms shall be submitted to CareerSource Broward. Contractor shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer in need of system access so that CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

F. Contractor agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Contractor, subcontractors and their employees may obtain access to information that is otherwise confidential; however, that access does not alter the confidential nature of the information. It is incumbent upon Contractor, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the DEO Intranet.

V. Indemnity:

Contractor is an independent contractor and shall carry out, exercise and execute its duties under this Agreement as an independent contractor. In discharging said duties and responsibilities, Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. Contractor agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

This Agreement may be terminated upon failure of either party to abide by the terms of the Agreement or for the convenience of the parties, within thirty (30) days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of Agreement:

This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

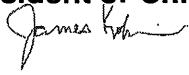
In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Contractor

Name of Contractor:

Dick Robinson Media Palm Beach, LLC dba Connecticut School of Broadcasting

Name of President or Chief Officer: James Robinson

(Signature) 

(Title) President or Chief Officer

(Date) 08/19/2022

ACCEPTED BY CareerSource Broward:

Name of President/CEO: CAROL HYLTON

(Signature) 

(Title) President/CEO

(Date) 08/27/2022

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants. and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name. if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for

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Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify

the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier
Sub awards

1. Type of Federal Action

2. Status of Federal Action:

3. Report Type: Contract Grant Cooperative Agreement Loan
Loan Guarantee Loan Insurance Bid/Offer/Application Initial Award
Post award

Initial Filing Material Change: Year _____ Qtr. _____ Date of last report

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹

1. Type of Federal Action: _____ 2. Status of Federal Action: _____ 3. Report Type: _____

a. contract

b. grant

c. cooperative agreement

d. loan

e. loan guarantee

f. loan insurance

a. bid/offer/application

b. initial award

c. post-award

a. initial filing

b. material change

For Material Change Only

year _____ quarter _____

date of last report _____

4. Name and Address of Reporting Entity: _____ Prime _____ 5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier _____ if known: Address of Prime:

Congressional District, if known:

Congressional District, if known:

6. Federal Department/ Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable:

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8. Federal Action Number, if known:	9. Award Amount, if known:
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10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	b. Individuals Performing Services (including address if different from No. 10a.) (Last name, first name, MI) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)
11. Amount of Payment (check all that apply): _____ actual _____ planned _____ _____	13. Types of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other, specify: _____
12. Form of Payment (check all that apply): a. cash b. In-kind, specify: nature _____ value _____	

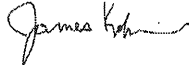
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11. (Attach Continuation Sheet(s) SF-LLL-A, if necessary)
--

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.²

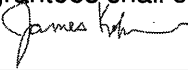
² Approved by OMB 0348-0046 Authorized for Local Reproduction Standard Form LLL-A
 Dick Robinson Media Palm Beach, LLC dba Connecticut School of Broadcasting
 Eligible Training Provider Agreement
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Signature 
Print Name James Robinson
Title President
Telephone Number 860-677-7577 Date 08/19/2022

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

 _____ Signature	08/19/2022 _____ Date
James Robinson _____ Print Name	
President _____ Title	

ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by OOL prior to December 18,2015. DOL has identified these goods and services here <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do no come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

l. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (vwww.fvvs.Rov/offices!).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities: and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national Dick Robinson Media Palm Beach, LLC dba Connecticut School of Broadcasting Eligible Training Provider Agreement 2022 – 2025

origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1,2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U S C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity
 - i. Is determined to have violated a prohibition in paragraph a. 1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension
- b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminated if Contractor
 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or
 2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a

third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7

cc. Copeland 'Anti-Kickback" ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR §

Dick Robinson Media Palm Beach, LLC dba Connecticut School of Broadcasting
Eligible Training Provider Agreement
2022 – 2025

401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties. assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. '1 352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) Title VIII of the Civil Rights act of 1968 (42 U.S.C 3601 et seq.) as amended,

Dick Robinson Media Palm Beach, LLC dba Connecticut School of Broadcasting
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relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

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

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

SIGNATURE CERTIFICATE



REFERENCE NUMBER
4FF29E47-8A57-4E9A-BF5E-EEBDA153F653

TRANSACTION DETAILS

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Signature Request

Sent At
08/18/2022 11:55 EDT

Executed At
08/24/2022 14:46 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
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Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

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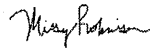
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SIGNERS

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<p>Name Jim Robinson</p> <p>Email jim@gocsb.com</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum c2a9abb4426ce97fd0c68587965eec3b59a7067fe0c6a9c891675f6e0424b34</p>	<p>Viewed At 08/19/2022 15:28 EDT</p> <p>Identity Authenticated At 08/19/2022 15:31 EDT</p>

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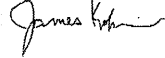
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Device

Chrome via Mac

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Signature Biometric Count

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Signed At

08/19/2022 15:31 EDT

AUDITS

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08/19/2022 15:28 EDT	Jim Robinson (jim@gocsb.com) viewed the document on Chrome via Mac from 71.192.21.135.
08/19/2022 15:31 EDT	Jim Robinson (jim@gocsb.com) authenticated via email on Chrome via Mac from 71.192.21.135.
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08/19/2022 15:31 EDT	Missy Robinson (missy@gocsb.com) was emailed a link to sign.
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SIGNATURE CERTIFICATE



TRANSACTION DETAILS

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Transaction Type
Signature Request

Sent At
08/24/2022 15:20 EDT

Executed At
08/29/2022 12:56 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
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Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
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Pages
56 pages

Content Type
application/pdf

File Size
685 KB

Original Checksum
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Moya Brathwaite</p> <p>Email mbrathwaite@careersourcebroward.com</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 7d5f700eefda7be0d3fb84dc81a714c32bb619ffb62828130674405b37f42a74</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID 941EC03D</p>	<p>Viewed At 08/29/2022 12:55 EDT</p> <p>Identity Authenticated At 08/29/2022 12:56 EDT</p> <p>Signed At 08/29/2022 12:56 EDT</p>
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<p>Name Carol Hylton</p> <p>Email chylton@careersourcebroward.com</p> <p>Signer Sequence 0</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 3ace29323a7de0c33783232003c07a32f13774443875938df346314052dbc169</p> <p>IP Address</p>	<p>Viewed At 08/27/2022 13:24 EDT</p> <p>Identity Authenticated At 08/27/2022 13:24 EDT</p> <p>Signed At 08/27/2022 13:24 EDT</p>

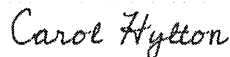
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AUDITS

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08/29/2022 12:56 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

ELIGIBLE TRAINING PROVIDER CONTRACT

CONTRACT NO. 2022-2025-ETP-11007

BETWEEN

CAREERSOURCE BROWARD

AND

DENTRILOGY ACADEMY, LLC

Contractor/Vendor

CONTRACT NO. 2022-2025-ETP-11007

This Contract entered into on this 24th day of August, 2022 by and between **CareerSource Broward**, hereinafter referred to as "CSBD", having its principal office at 2890 W. Cypress Creek Road, Ft. Lauderdale, FL 33309 and **Dentrilogy Academy, LLC**, a private for-profit proprietary institution, hereinafter referred to as "Contractor", having its principal office at 9100 Belvedere Road, Suite 208, West Palm Beach, FL 33411

In consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

ARTICLE I

ORGANIZATIONAL STATUS AND INFORMATION

1.1 Contractor Status

- 1.1.1 Contractor hereby certifies that it is an approved institution licensed by the Florida Department of Education to operate as a degree and/or certificate granting institution in accordance with the requirements set forth by the Florida State Statutes, to provide the course(s) of training described in its application to CSBD.
- 1.1.2 This Contract facilitates the delivery of occupational skills training on an individual basis to students referred by CSBD to Contractor. Contractor warrants that the courses which a participant needs to complete training in the occupational area approved by CSBD are those courses found in the Contractor's Course Catalog and are in accordance with the State Board of Education or Florida Department of Education guidelines governing curriculum and course availability.
- 1.1.3 Contractor shall identify a Contract Liaison within five (5) days of the execution of this Contract and shall notify CSBD in accordance with the Notice section under this Contract whenever there is a change to that individual.
- 1.1.4 Contractor is entering into this contract with the agreement and understanding that their ability to serve as an "Eligible Training Provider" (ETP) and receive referrals into the programs approved for training by CSBD is subject to the requirements applicable to an ETP under the Workforce Innovation and Opportunity Act of 2014, P.L. 113 – 128 and guidance provided by the State of Florida Department of Economic Opportunity which can be found at:

https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9.

1.2 Change in Status

- 1.2.1 Contractor certifies that its legal name is as it appears in the introductory paragraph of this Contract and that any name change will be reported to CSBD within thirty (30) days of such action. In such cases an Amendment shall be executed by both parties. Should Contractor fail to notify CSBD of a name change, CSBD will immediately suspend referrals until such time as notice is received.
- 1.2.2 Approval of Contractor's program/course of training is granted by location. Contractor may not register or enroll CSBD participants into classes occurring at campuses not contained and approved in the application submitted to CSBD.
- 1.2.3 Contractor shall immediately inform CSBD of changes in location, accreditation status, licensure, certification, and certificate or issuing capacity.
- 1.2.4 Contractor shall immediately inform CSBD of changes to its degree requirements affecting courses of study on the CSBD Individual Training Account (ITA) list.

ARTICLE II

SCOPE OF SERVICES

2.1 TRAINING TO BE PROVIDED

- 2.1.1 Contractor agrees to provide training at its accredited and/or licensed facility, on-line or at an externship or clinical site based upon the approval granted by the CSBD governing boards at the time of submission of its application for the courses of study proposed to be placed on the Eligible Training Providers List, or ITA list as it is commonly known.
- 2.1.2 The programs of study into which CSBD students may be enrolled are limited to programs of study on the list of high demand occupations contained in the State of Florida's Regional Targeted Occupations List (TOL) for Broward County, which school is also on the list of approved schools and programs of study approved by the State of Florida and called the Eligible Training Providers List (ETPL), whose courses are approved by CSBD governing boards.

- 2.1.3 Contractor agrees to provide only the training specified in the Training Voucher presented to the campus Cashier's office for payment by CSBD participants.
- a. Course authorization shall only be transmitted via a CSBD Training Voucher. No oral approval of courses shall be honored for tuition reimbursement requests.
 - b. Should Contractor enroll students into courses not listed on the Training Voucher, the parties agree that CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.
- 2.1.4 Contractor agrees that this Contract does not obligate CSBD to refer students.
- 2.1.5 Contractor may refer prospective applicants to CSBD for program eligibility determination so that they may receive financial assistance for a program of study. Contractor agrees that this Contract does not obligate CSBD to refer students back to Contractor and that CSBD will determine whether the student has the qualifications and desire to attend Contractor's school.
- 2.1.6 Training shall be in the occupational area identified on the Training Voucher with the specified weeks of instruction, and/or hours per course as outlined on the applicable program sheets of the Contractor's current academic year Course Catalogs and approved for the student at the time of their enrollment as described on the CSBD ITA List.
- 2.1.7 Participant Training Vouchers, Referrals and Assessment
- a. An individual training account (ITA) refers to an amount as determined by the CSBD governing boards, which is available to pay for training for an eligible individual registered and enrolled in a CSBD funded program.
 - b. A training voucher indicates the amount of ITA funds allocated to an individual participant for the courses and time frames described on the voucher.
 - c. Neither Contractor nor enrolled eligible individuals have any property rights which attach to individual training accounts and may not access more than the amount necessary to pay for their tuition for the approved course into which they are enrolled or the limit set on the amount of the ITA by the CSBD governing board, whichever amount is lower.
 - d. The parties agree that the CSBD Training vouchers are not transferable and have no intrinsic value.

- e. To assure that CSBD participants are capable of attainment of the skills to be learned through Contractor's course of training, Contractor shall provide CSBD with the grade level at which textbooks for the individual courses of study are normed at the time of submission of their application for each individual course of study requested to be added to the ITA List.
 - f. Regardless of CSBD's participant/applicant scores on Contractor's entrance exams CSBD reserves to itself the right to assess participant/applicants as required by the state using nationally recognized assessment instruments such as the TABE test to determine whether the participant/applicant has the literacy and numeracy skills to be successful.
 - g. Participant/applicant TABE assessment scores which indicates that a prospective student/applicant is not on grade level with respect to the text book grade level provided to CSBD for the course to which the participant has applied, will result in the participant being counseled and denied approval for the individual training account needed for the student/applicant to attend the course of study at Contractor's school.
- 2.1.8 The approval of Training Vouchers for new students for a program of study is subject to performance by Contractor. Following CSBD governing boards' approval to add a program of study to the ITA list, Contractor shall be limited to ten (10) CSBD student/participants for each program of study from the date that the contract is signed, until such time as the seventy percent (70%) training-related placement rate can be documented through the State of Florida's management information system and/or Florida Education and Training Placement Information Program (FETPIP), as applicable, and as described in Article 6.1.1 below.
- 2.1.9 From time to time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from the CSBD Special Projects Program Manager. If a transfer is authorized by Contractor prior to receiving written approval from CSBD, CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.
- 2.1.10 Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old, as they will be considered expired and CSBD shall not be obligated to reimburse for those Training Vouchers.

2.2 Pell Grants And Other Financial Aid

- 2.2.1 Contractor agrees that its Financial Aid Office will assist CSBD participants in determining eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance and other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
- 2.2.2 CSBD shall obtain a signed release from each participant to whom a voucher is issued. The release shall be on a form supplied by Contractor or approved by Contractor and shall be drafted in accordance with FERPA requirements. CSBD or the student shall submit the releases to Contractor. Contractor agrees to provide CSBD with the amount of a participant's PELL grant award, or a copy of the participant's Student Aid Report or other document evidencing that the student has been awarded or denied a PELL grant or other financial aid and the manner in which the PELL grant or other financial aid will be disbursed, within thirty (30) days of receipt by the Contractor of notification of the award. This can be transmitted by FAX, email, or through some other system agreed to by CSBD and Contractor.
- 2.2.3 CSBD will issue an initial Training Voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to CSBD by Contractor.
- 2.2.4 Contractor agrees that they will not collect tuition more than one time for each individual CSBD participant referred. Contractor may not seek or apply Workforce Innovation and Opportunity Act (WIOA) or Welfare Transition Program (WTP) funds and/or any other grant received by CSBD used to pay for participant training/tuition to the total tuition costs for the same participant. Contractor may not combine PELL and WIOA or PELL and WTP funds if the combination of the payments will be in excess of the total tuition listed in the publicly advertised catalogue. Contractor agrees to accept the WIOA and/or WTP payment made by the CSBD as full payment for the tuition and shall not withhold any PELL or other grants in aid or scholarships or in any way hold the participant responsible for any unpaid tuition regardless of whether participant completes training or not except where the CSBD payment and the PELL, other grants in aid, or scholarships are less than the Contractor's tuition, in which case Contractor may also retain the PELL and other financial aid payments. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of WIOA/WTP funds.

- 2.2.5 Contractor agrees to immediately inform CSBD if its student federal loan default rate falls below the threshold which governs Contractor's PELL eligibility.
- 2.2.6 Contractor agrees to inform CSBD if the Contractor is placed on any Federal Title IV sanctions related to default rates.
- 2.2.7 Contractor will not defer or delay payments of PELL or other financial assistance to students.

ARTICLE III

COMPENSATION

3.1.1. Tuition, Fees, and Training Vouchers

- 3.1.1 Contractor shall be responsible for the day-to-day administration, coordination, and operation of its program including fiscal and administrative record keeping and documentation.
- 3.1.2 Contractor certifies that the tuition charged for CSBD participants is not more than that charged to the general public.
- 3.1.3 In addition to limiting tuition to the cost of the publically advertised price reimbursement of tuition shall be limited to the Training Voucher amount issued to the student.
- 3.1.4 Payments to Contractor shall be subject to the terms and conditions of this Contract.
- 3.1.5 The CSBD Training Voucher may cover enrollment, tuition, book and lab fees, registration and such other fees, as applicable, minus any scholarships or other financial aid per student, pursuant to the Training Voucher, which cannot exceed the amount of the Individual Training Account cap approved by the CSBD governing boards, regardless of whether this amount covers the total cost of participant's tuition, registration, testing, books, and lab fees. The amount of the individual training account cap is subject to change regardless of any formal notice to Contractor, as changes in the cap are determined by the CSBD governing boards at a public meeting.
- 3.1.6 CSBD shall not be obligated to pay in excess of the Individual Training Account amount approved for a participant.
- 3.1.7 Policies regarding payment for books, tools, related expenses, and lab fees shall be subject to the CSBD policies regarding their inclusion or non-

inclusion in the individual training account limitation and costs determined allowable for reimbursement per participant.

- 3.1.8 Contractor is responsible for verifying costs to be included in the Individual Training Account cap to be paid by CSBD for each individual enrolled prior to or simultaneous with a participant's enrollment. In the event the tuition and related expenses are less than the Individual Training Account cap set by the CSBD governing boards, CSBD shall only be obligated to pay the actual cost of the tuition and approved related expenses.
- 3.1.9 Contractor agrees to accept the CSBD Training Voucher to provide payment coverage and allow students to register and enroll a participant in lieu of cash or a check prior to the start of classes. Each Training Voucher will list the course selections and other items allowable for that participant. Contractor shall submit invoices to CSBD for each Training Voucher submitted and accepted by Contractor.
- 3.1.10 Entry into this Contract for purposes of payment is based on Contractor's annual advertised tuition or price as advertised to the general public. Reimbursement for CSBD participants' tuition may not exceed the advertised total tuition costs or price as contained in the catalogue published for the general public. Contractor may not charge CSBD for tuition and related fees in excess of those advertised to the general public, nor may contractor change the content or required books, supplies and lab fees for CSBD students in excess of what is advertised and charged to the general public.
- 3.1.11 Contractor prices may change from the time of their application and approval for inclusion on the ITA List. Contractor agrees to maintain the price proposed at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. Contractor may submit adjustments to their price schedule in May of each year to be effective July 1 through June 30 of the following program year. In no case does CSBD agree to pay in excess of the cap set for Individual Training Accounts/Vouchers by the CSBD governing boards. The CSBD Program Year begins on July 1 and ends on June 30 each year.
- 3.1.12 For private not-for-profit or private for-profit institutions, CSBD shall pay tuition on a monthly basis by dividing the amount of the tuition and other costs up to the Individual Training Account awarded the participant in accordance with the cap set by the CSBD governing boards into monthly installment payments. CSBD shall not be responsible for reimbursement of tuition for any month in which participant(s) is not in attendance for a minimum of ten (10) class days a month.

3.1.2. Withdrawal and Drop Fees

3.2.1 Contractor agrees that the payment of tuition and fees by CSBD for participants who withdraw or drop courses shall be governed as follows:

- a. For withdrawals within the first ten (10) class days of the month, CSBD shall not be responsible for the monthly tuition installment payment for that month or for any subsequent month for any unpaid portion of the tuition for which CSBD would otherwise be responsible as applicable to the individual who has dropped out or withdrawn.
- b. For withdrawals after the first ten (10) class days of the month, CSBD shall be responsible for the monthly payment through that month only; after which, CSBD shall not be responsible for any unpaid portion of the tuition applicable to the individual who has dropped out or withdrawn.
- c. Contractor agrees that participants referred by CSBD who subsequently withdraw, shall not be personally responsible for any unpaid tuition or fees.
- d. Contractor shall return all refunds or credits to CSBD within forty-five (45) business days of receipt or credit respectively, with sufficient information to identify the cause of that refund or credit.

3.1.3. Invoices

3.3.1 Contractor agrees to provide CSBD with student attendance data with each invoice submitted for payment.

3.3.2 Contractor shall date stamp Training Vouchers when they are received. In order to receive payment, Contractor shall submit an invoice to CSBD within forty five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty five (45) days of receipt of the Training Voucher shall be voided and CSBD will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for CSBD to reimburse for the Training Voucher.

3.3.3 In general, CSBD shall not be obligated beyond the maximum Individual Training Account/voucher cap set by the CSBD governing boards. Further, CSBD shall only be obligated for payments through withdrawal or completion of participant(s) whichever amount is less.

3.3.4 Tuition and fees billed to CSBD must be calculated minus any scholarships or other financial aid available and awarded to the participant.

3.3.5 Invoice Errors

Contractor shall be trained by CSBD regarding the correct way to submit invoices for the reimbursement of tuition. Submission of multiple invoices containing errors shall be reported to the CSBD governing boards and shall be considered a performance failure. Following the training, Contractor will receive a written warning from CSBD if Contractor submits invoices:

- a. Containing mathematical errors, or
- b. Which seek reimbursement for items not covered by the budget, or
- c. Which are late, or
- d. Which do not have the appropriate supporting documentation.

3.3.7 Upon final payment to Contractor of amounts due at the end of each program year under this Contract, less any credits, refunds, or rebates due to CSBD, Contractor hereby releases and discharges CSBD from any financial claims arising from this Contract for that program year. To be entitled to payment, invoices must be received from Contractor within forty five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited and CSBD will not honor any requests submitted after the aforesaid time period.

3.4 Reimbursement of Tuition for Youth

3.4.1 Contractor agrees that with respect to any youth referred by CSBD between the ages of 18 and 24 (who have not yet reached their 24th birthday), Contractor will accept the PELL and the CSBD ITA in full payment of their tuition. Any balance of tuition owed will be granted to the youth as a scholarship. CSBD may approve a youth between the ages of 16-18 on a case by case basis with state approval.

3.5 Payment Withholds

3.5.1 To the extent considered necessary by CSBD any sums due Contractor under this Agreement may be retained by CSBD until all of CSBD's claims for credits, overpayments, erroneous payments, payments not due Contractor for reasons of nonattendance or any other reason, pursuant to this Agreement have been resolved. Any amount withheld shall not be subject to interest payments on the part of CSBD.

ARTICLE IV

CONTRACT DOCUMENTS

4.1 Incorporation of Documents by Reference

- 4.1.1. This Contract incorporates by reference the following documents as if fully set forth herein:
- a. The Contractor Catalog which is on file with Contractor and a copy of which has been provided to CSBD.
 - b. Contractor's completed general application to CSBD and each course/program application to be included as an eligible training provider on the CSBD list which is on file with CSBD.
 - c. Exhibit B, Safeguarding the Confidentiality of Student Records and Information.
 - d. The Training Voucher(s). Added as participants are referred. Sample included as Exhibit C.
 - e. Certification regarding Debarment and Suspension.
 - f. Drug Free Workplace Form.
 - g. Lobbying Certification.
 - h. Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)
 - i. Byrd Anti-Lobbying Certification
 - j. Certification Regarding Environmental Tobacco Smoke
 - k. Assurances and Certifications.
 - l. A copy of the licenses/approvals from Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the CSBD governing boards has designated as necessary to meet licensing and accreditation criteria, thereby making Contractor eligible to be on the ETP List which when forwarded by Contractor are on file with CSBD.
 - m. Accreditation Information, Institutional and/or Programmatic provided by Contractor and on file with CSBD.

- 4.2.1. The documents referenced above shall be referred to collectively as the “Contract Documents.” Exhibits denoted as on file are not attached to this Contract but are available upon request. Where there is a conflict between them, the documents shall control in this order:
- a. The Contract Provisions.
 - b. The Training Voucher.
 - c. The Contractor Catalog submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.

ARTICLE V

TERMINATION, SUSPENSION AND FAILURE TO PERFORM

5.1 Termination

- 5.1.1 Either party may terminate this Contract upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Contract or such shorter period as may be mutually agreed to by CSBD and Contractor. Contractor will be entitled to receive payments for tuition in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. CSBD shall not be liable for any expenses incurred by the Contractor after the effective date of termination of the Contract or any Amendment hereto.
- 5.1.2 Any termination or suspension notice shall be by written notice from CSBD to Contractor or from the Contractor to CSBD in accordance with the Notice section under this Contract. In the event of a termination, which is not for cause, Contractor shall be entitled to payment for approved incurred costs through the date of termination in accordance with the payment provisions under this Contract and only to the extent that funds are made available to CSBD to make such payments.
- 5.1.3 The Parties hereby agree and understand that all tuition payments are contingent upon the availability of federal funds and the continued authorization for program activities under the Workforce Innovation and Opportunity Act, the Welfare Transition Program, or any grant received by CSBD which is used to pay for participant training/tuition as applicable. CSBD may immediately terminate this Contract or provide notice regarding the lack of funds to continue payment of tuition for individual students if for

any reason either the US DOL or the State of Florida fails to provide funds for the grant through which this Contract is funded.

- 5.1.4 CSBD may terminate this Contract at any time that the CSBD authorized representative determines that:
- a. Contractor has failed to provide the program of study or any of the services Contractor has contracted to provide under this Contract or in its Catalog, or
 - b. Contractor has failed to comply with Workforce Innovation and Opportunity Act or Welfare Transition Program requirements affecting PELL or other grants in aid or the training to be provided, or
 - c. Contractor's school is not located at the address authorized by the Florida Department of Education, or
 - d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education, or
 - e. Contractor is charging CSBD participant/students a tuition and applicable fees different from that offered to the general public for the course of study publically advertised or for the same course of study, or
 - f. Contractor's status as an ETP has been suspended by the Florida Department of Economic Opportunity because Contractor has:
 - i. Reported inaccurate performance or demographic information to the state, or
 - ii. Substantially violated the requirements for ETP under WIOA, or the policy issued by CareerSource Florida attached to this Contract as Exhibit A, incorporated herein as if fully set forth in its entirety, or
 - iii. Engaged in fraud, criminal acts, incapacity, unfitness, neglect, incompetence, and irresponsibility, an offer of unlawful remuneration to attract participants, misfeasance, malfeasance, nonfeasance or lack of performance.
 - iv. Suspension under these circumstances will be for a period of two (2) years, at which time the provider may reapply for initial eligibility.
 - g. Contractor has failed to take corrective action:
 - i. Regarding a student Complaint. In the event of a student/participant complaint if it relates to Contractor, Contractor shall address the

complaint in accordance with its internal processes. If the complaint is brought to CSBD, CSBD shall refer the student to Contractor.

- ii. In the event that a monitoring or audit finding related to fiscal issues arises and after notification contractor has not complied with CSBD requested corrective action.
- h. Accreditation of Contractor's school and/or course of study has been suspended or lost, or
- i. If evidence of insurance is not provided.
- j. If it is found that the training is not in accordance with that which was approved by the CSBD governing boards, or
- k. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ITA List, or
- l. If the school or a program of study which was eligible for Title IV federal assistance through PELL grants loses its eligibility to receive PELL grants for its students or for a program of study, or
- m. Contractor's eligibility as an ETP has been revoked or suspended by the State of Florida or by CSBD.
- n. Contractor has not met the required performance as described below in Article 5.3, or
- o. If there have been no enrollments into Contractor's courses of study within any twelve (12) month period during the term of this Contract, or
- p. If Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.

5.2 SUSPENSION

5.2.1 CSBD may suspend Contractor's Contract or referrals into a program:

- a. For any of the reasons listed in Article 5, section 5.1.4.
- b. CSBD may suspend referrals to a course of study in the event that the Contractor delays the start date of training by more than five (5) business days.

- c. CSBD may suspend referrals to a course of study in the event that the occupational training does not result in an average minimum entry wage required for Broward County pursuant to CSBD governing boards' policy.
- d. CSBD may suspend referrals to a program on the ITA list if more than fifty percent (50%) of the course's total enrollment is comprised of CSBD or other WIOA supported participants.
- e. CSBD may suspend referrals to a program on the ITA list if the training program is for a job or occupation no longer considered to be in demand because it ceases to be on the State of Florida Regional Targeted Occupations List (TOL) for Broward County, or pursuant to CSBD governing boards' policy the occupation is deemed to be saturated because there are more applicants than there are jobs, or
- f. CSBD may suspend referrals to a program on the ITA list if the program of study is materially changed in terms of additional hours to complete the course and/or there is an increase in tuition.
- g. CSBD may suspend Contractor's Contract if the documents necessary to complete the Contract file are not provided, including but not limited to appropriate resolutions identifying the signor, or incomplete Execution pages due to an unauthorized signor, or the name provided is not the correct legal name of the entity.
- h. If following a visit or receipt of information regarding contractor CSBD deems the course of study or school to be detrimental to CSBD participants.
- i. Contractor has not met the required performance as described below in Section 5.3.

5.3 FAILURE TO PERFORM

- 5.3.1. CSBD may terminate this Contract or suspend referrals to an approved program of study on the CSBD ITA list of approved courses if a minimum of seventy percent (70%) of the students enrolled by CSBD and who complete their training are not placed in training related jobs pursuant to CSBD policy within ninety (90) days following the completion of training or within a period approved by the CSBD governing boards from the date of completion of training. This determination will be based upon:
 - a. A denominator consisting of the number of CSBD participants enrolled in the course that successfully completes the training and a numerator consisting of those individuals who successfully complete training and

are placed into a training related job within the time period approved by the CSBD governing boards from the date of completion of training.

- b. Training related placement performance will be reviewed by CSBD on a bi-annual basis
- 5.3.2. CSBD shall provide Contractor with information from time to time regarding the training-related placement performance of students as it appears in the State of Florida Management Information System used to evaluate CSBD Performance.
- 5.3.3. CSBD staff will communicate in writing with Contractor to discuss any need for corrective action.
- 5.3.4. If performance is not met, the course of training will be removed from the ITA List. Referrals will continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time Contractor may reapply to be included on the CSBD Eligible Training Provider List.
- 5.3.5. If Contractor's eligibility to serve as an ETP is terminated or suspended, they shall be liable for the repayment of funds received under this contract during the time period any of the violations described in paragraph 5.1.4 e occurred.

ARTICLE VI

GENERAL REQUIREMENTS

6.1 REPORTS AND INFORMATION

6.1.1 Submission of Reports and Required Documents

- a. Contractor agrees to file course completion and placement information for CSBD students with the Florida Education and Training Placement Information Program (FETPIP) Office of the State of Florida and to provide CSBD with copies of the FETPIP report annually or upon CSBD's request.
- b. Contractor agrees to assist CSBD participants in obtaining instructor signatures on attendance sheets.
- c. Contractor agrees to provide CSBD with a copy of its insurance certificate which cites CSBD as the named insured on an annual basis for the duration of the contract.

- d. Contractor shall provide a copy or evidence of a license, certificate, or degree, if any obtained by CSBD participants, as well as any academic or equivalent degree, or such other skill certificate as may be awarded to graduates of Contractor's program even if the participant has an outstanding balance with the school.
- e. Contractor agrees to provide CSBD with the educational and financial records of CSBD participants enrolled in Contractor's college, university, or institution in accordance with the FERPA release signed by the participant/student, should the release be required.
- f. Contractor agrees to provide CSBD with tuition information provided to the general public.
- g. Contractor agrees to provide CSBD with such additional information as may be required by the State of Florida including but not limited to:
 - i. The percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program.
 - ii. The percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program;
 - iii. The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program
 - iv. The percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program. (For the purposes of this clause, program participants who obtain a secondary diploma or its recognized equivalent shall be included in the percentage counted only if such participants, in addition to obtaining such diploma or its recognized equivalent, have obtained or retained employment or are in an education or training program leading to a recognized postsecondary credential within one (1) year after exit from the program.
- h. Contractor agrees to notify CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.

6.1.2 Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training

- a. Contractor agrees to notify CSBD within five (5) business days of a participant's formal withdrawal, absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
- b. Contractor agrees to notify CSBD when a participant successfully completes the training program and will provide CSBD with a copy of the certificate of completion or the degree.

6.2 Maintenance and Disclosure of Records, Monitoring, and Confidentiality

- 6.2.1 Contractor shall keep copies of all records, accounts, and documents pertaining to the operation of this Contract or any Amendment hereto for five (5) years following the expiration of this Contract.
- 6.2.2 In the event of an audit or monitoring finding, claim, litigation, negotiation or other action involving this Contract or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- 6.2.3 Contractor agrees to allow authorized representatives of CSBD, the Florida Department of Economic Opportunity (DEO), the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor (US DOL), or Health and Human Services (HHS) to monitor classes in which participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and payments covered under this Contract. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws"). Contractor shall only disclose personally identifiable student information to CSBD pursuant to a FERPA Authorization Form, specifying the student information to be released, the purpose of the release, and the recipient, CSBD, signed by students whose tuition is in whole or in part paid for by CSBD. Further Contractor shall provide a FERPA release to CSBD for each student in the CSBD program with respect to whom information is requested from CSBD,
- 6.2.4 In addition to the requirements under Article 6, section 6.2.3, Contractor and CSBD will comply with the requirements of **Exhibit B**, Safeguarding the Confidentiality of Student Records and Information.

6.3 Notice

- 6.3.1 All notices required to be given to CSBD under this Contract shall be sufficient when faxed, hand delivered or mailed to the CSBD President/CEO

c/o CSBD at its office located at: 2890 W. Cypress Creek Rd., Fort Lauderdale, FL 33309.

6.3.2 All notices required to be given to the Contractor under this Contract shall be sufficient when faxed, hand delivered, or mailed to Contractor's President or his/her designee, at their office located at the address entered in the first paragraph of this Contract.

6.4 Force Majeure

6.4.1 "Force Majeure" shall mean an event beyond the control of Contractor or CSBD which prevents a Party from complying with any of its obligations under this Contract, including, but not limited to:

- a. An act of God, such as, but not limited to, hurricanes, earthquakes, drought, tidal waves and floods.
- b. Explosions and fire.
- c. War, hostilities, whether war be declared or not, invasion, act of foreign enemies, mobilization, requisition, or embargo.
- d. Strike, go slows, lock outs or disorder.
- e. Acts or threats of terrorism.

6.4.2 In the event of a Force Majeure

- a. Neither the Contractor nor CSBD shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the Effective Date.
- b. The "Affected Party" prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
- c. If Contractor is unable to hold classes or to register and enroll students, CSBD may direct students to other schools or may advise them to wait until Contractor is operational depending upon what will best suit the student/participant.
- d. If participants have already submitted their vouchers but have not yet attended class or are within the drop/add period Contractor shall return the fees and tuition paid if requested by CSBD.

- e. If participants have attended class and are beyond the drop/add period, Contractor and CSBD shall meet to determine the best course of action for the students. This may include a pro rata partial refund of the tuition paid.

6.5 Compliance with Applicable Laws and Regulations

- 6.5.1 Contractor agrees to adhere to Workforce Innovation and Opportunity Act of 2014, P. L. 113 - 128 as it may be amended and the rules promulgated thereunder, and the Florida Welfare Transition Program, FS 445 as amended as they may apply to the terms and conditions of this Contract.
- 6.5.2 Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-contracts.
- 6.5.3 Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD.
- 6.5.4 When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as referenced in Article 4, section 4.1.1 (f). If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required, it may be obtained from CSBD. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the CSBD Legal Department.
- 6.5.5 When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, the Contractor is not presently nor previously within a three (3) year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor will provide assurances of compliance as referenced in Article 4, section 4.1.1 (d) entitled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.
- 6.5.6 When applicable, the Contractor shall disclose all related party transactions.
- 6.5.7 E-Verify: Contractor agrees to comply with Florida Statutes 448.098 and shall:

- a. Use the E-Verify system to verify the work authorization status of all new hires, contractors and subcontractors,
- b. Not employ, contract with, or subcontract with an unauthorized alien,
- c. Obtain affidavits from its applicable contractors swearing and affirming that such subcontractors do not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.

6.5.8 Prohibition on certain telecommuting and video surveillance services or equipment-2 CFR 200.216

a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan,

grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

6.5.9 Statutory and national policy requirements-2 CFR 200.300

a. The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

b. The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310

6.6 No Waiver of Sovereign Immunity

6.6.1 If Contractor is a state agency as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

6.7 Governing Law And Venue

6.7.1 This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida the venue situs.

6.7.2 To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.

6.8 Contractor Obligations To Adhere To Public Entity Crimes Policy

6.8.1 Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a Contractor, Consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD competitive procurement activities.

6.8.2 In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity crime) and that it has not been formally charged with committing an act defined as a (public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.9 Equal Employment And Compliance With Discrimination Laws

6.9.1 In the discharge of Contractor's duties, Contractor agrees to adhere to the following equal employment laws as applicable to Contractor:

- a. Compliance with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
- b. Compliance with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
- c. Compliance with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.

- d. Compliance with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended.
 - e. Compliance with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)
 - f. Compliance with WIOA Non-Discrimination Requirements at section 188 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.
- 6.9.2 With respect to a determination of undue hardship as it applies to the provision of an accommodation for an individual with a disability Contractor must adhere to 29 CFR Part 37.
- 6.9.3 Contractor assures that its facilities are accessible to the disabled. Should it be determined that Contractor does not meet the minimum requirements as established by US Department of Labor Civil Rights Center Disability Checklist they will be removed from the CSBD ITA list.

6.10 Insurance

- 6.10.1 This is a Vendor Contract. Contractor shall maintain such third party liability and other insurance as is usual and customary for like schools and institutions providing instruction in courses similar to those provided by Contractor. Schools shall at a minimum maintain:
- d. General Liability Insurance on a negligence basis, including injuries and accidental death to any person in an amount not less than one million dollars (\$1,000,000) and subject to the same limit for more than one person in an amount not less than one million dollars (\$1,000,000) on account of one (1) accident.
 - e. The Contractor shall make available to CSBD Certificates of Insurance prior to commencing any operations under this Contract, with such certificates clearly indicating that the Contractor has obtained insurance in the amounts, type and classifications specified in this section.
 - f. All insurance coverage required by CSBD under this Contract shall cite CSBD as an additional insured under the policy. In the event the policy is cancelled, CSBD shall have the right to cancel this Contract.

6.11 Amendments

- 6.11.1 This constitutes the entire Contract between the parties. Any modification or addition hereto shall not become binding on either party until accepted

by both parties, reduced to writing and attached hereto as an Amendment to this Contract.

6.11.2 The parties further agree that this Contract may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.

6.12 Assignment

Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Contract without prior written approval of CSBD.

6.13 Prior Contracts

This document incorporates and includes, all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, Contracts, understandings concerning the subject matter of this Contract, that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and CSBD. In the event that any of the terms and conditions set forth in this Contract is in conflict with Contractor's official proposal, the conflict shall be resolved in favor of this Contract.

6.14 Independent Contractors

The parties understand and agree that they are independent contractors and no provisions of this Contract shall be construed as creating an agency or employment relationship between the parties and their employees, agents, subcontractors or assigns.

6.15 Headings

The headings of the sections of this Contract are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

6.16 Term

6.16.1 This Contract shall begin on the date it is executed by all the parties and shall terminate on June 30, 2025 unless:

- a. Contractor's status as an eligible training provider on the State of Florida's Eligible Training Provider List is terminated and course approval by the CSBD governing boards. is terminated; or
- b. This contract is terminated or suspended in accordance with Article V, or
- c. Contractor fails to reapply for ETP status three (3) months prior to June 30, each year in which approval is required to continue on the Eligible Training Provider List in which case there will be no referrals to Contractor until their "continued eligibility" as an ETP has been approved by the Florida Department of Economic Opportunity.

6.16.2 CSBD reserves the right to continue participants referred by CSBD to Contractor until their training is complete or to transfer the participants and be relieved of its obligation to Contractor for payments beyond the termination date if this Contract is terminated because:

- a. Contractor has lost their eligibility status as an ETP for any reason.
- b. The contract is terminated in accordance with Article V.

6.17 Execution


This document shall be executed in two (2) counterparts, each of which shall be deemed as original, or may be executed in digital format which shall be deemed as original.

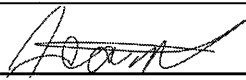
EXECUTION PAGE

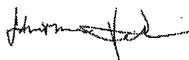
IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: Dentrilogy Academy, LLC, signing by and through its PRESIDENT/CEO following EXECUTIVE (Board, Executive, Commission) approval on the 12 day of August, 2022 and CareerSource Broward signing by and through its President/CEO.

AS TO DENTRILGY ACADEMY, LLC.:

ATTEST:





By: 

(Signature)

Printed Name: Johnathan Polanco

Title: President

Date: 08/12/2022

AS TO CAREERSOURCE BROWARD:

ATTEST:

Amy Winer

Moya Brathwaite

By: Carol Hylton

(Signature)

Printed Name: CAROL HYLTON

Title: PRESIDENT/CEO

Date: 08/24/2022

Approved as to form by the CareerSource Broward
General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: 

Rochelle J. Daniels
General Counsel

Exhibit B

Safeguarding the Confidentiality of Student Records and Information

The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA.

Each party participating in this Agreement agrees to:

(1) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or as required or permitted by law unless the parent of a student provides prior written consent for their release. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(2) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements.

(3) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement, and

(4) Each party to this Agreement agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law.

This section shall survive the termination of all performance or obligations under this Agreement.



2890 W Cypress Creek Road
 Fort Lauderdale, FL 33309
 csbd@careersourcebroward.com
 www.careersourcebroward.com
 (954) 202-3830
 FAX: (954) 202-3620

 Issue Date: _____
 Expiration Date: _____

THIS VOUCHER IS VALID
48HRS AFTER ISSUEDATE

Participant

ID:
 123 Main Street
 Davie, FL 33324
 (954) xxx-xxxx
 Account #:

Success Coach

Jane Doe
 (000)000-0000
 Location: South OneStop

Funding Source
 WTP

Training Provider

BROWARD COLLEGE (XXXXX)
 ATTN:
 6400 NW 6 WAY
 FORT LAUDERDALE, FL 33309
 954-XXX-XXXX

Training Program

Business Administration AS (Central) BC Code 1111/1111B
 Begin Date:
 End Date:
 Total Program Cost: \$xxxx.00
 Onet Title: Administrative Services Managers

Description of Costs

<u>Item Description</u>	<u>Category</u>	<u>Unit Price/Fee</u>	<u>Quantity</u>	<u>Total</u>
Summer 2020 Tuition	Tuition/ITA	1111.00	1	\$1111.00
Grand Total:				\$1,111.00

Note To Training Provider

This Individual Training Account (ITA) Voucher will only cover the tuition for the specific Participant and Training Program/Coursed listed above. By accepting this voucher, you understand that any tuition and/or training costs incurred by the Participant for a training program/course, other than the program/course listed above, will not be reimbursed or be an obligation of CareerSource Broward (CSBD). The Pell Grant must be used first for payment of tuition prior to billing CSBD, where applicable, as per the *Workforce Innovation And Opportunity Act of 2014*. **Please return this form with your invoice to the address listed above, ATTN: Finance Department**

Note To Participant

By signing below, you agree to the following: a) to give permission for the above named Training Provider to release my ITA-related Training performance, academic, financial aid, and/or behavioral information to CSBD; b) to provide the original ITA Voucher to the above Training Provider to complete the enrollment/registration process; and c) that it is my responsibility to pay for any training-related costs Above my approved ITA amount and/or that are not required for the above named Training Program.

Payment & Invoicing

Upon acceptance of this voucher, the Training Provider agrees to comply with CSBD policies, invoicing procedures and reporting requirements. An ITA Voucher is for the training program and/or training-related items listed above only. No handwritten changes will be accepted for payment. Direct all tuition/item discrepancies to the CSBD Success Coach listed above. Voucher is valid before the start date, after the end date and upon depletion of the Participants approved ITA dollar amount listed. ***Direct all invoicing questions to the CSBD Finance Department, using the contact information at the tip of the page.

Participant Signature _____ Date _____

Success Coach _____ Date _____

Supervisor Signature _____ Date _____



INSTRUCTION FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when CSBD determined to enter into this transaction. If it is later determined that the prospective participant knowingly misled, CSBD may terminate this transaction for cause of default.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to CSBD if at any time the prospective recipient of Federal assistance funds learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The term "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact CSBD for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance fund agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by CSBD.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" – "Lower Tier Covered Transactions," provided by the Department of Labor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement or Non-Procurement Programs.



8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 8 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, CSBD may terminate this transaction for cause or default.



**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

Before signing this certification, read the attached instructions, Attachment A, which are an integral part of the certification.

- (1) The prospective recipient of Federal Assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Dentriology Academy, LLC
Contractor Name

Johnathan Polanco
Name and Title of Authorized Representative

[Signature]
Signature

11/10/21
Date



CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart, F.I, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A.
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.



each affected contract/Grant.


- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is so convicted.
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- H. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.
 Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Jonathan Polanco, ce.o/President - Dentology Academy, LLC
 Name and Title of Authorized Representative, Name of Contractor


 Signature

11/10/21
 Date



CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the 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 agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) 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 agreements) and that subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

Grantee/Contractor/Organization		Program/Title	
Name of Certifying Official		Date	
Print Name and Sign			

**Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)*

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource Broward and Contractor.

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of the Department for Economic Opportunity (hereinafter, DEO) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Investment Act (WIA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Contractor, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Contractor is aware that there is a DEO Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.

C. Contractor, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Contractor must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Contractor's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Agreement to CareerSource Broward.

D. Contractor shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Contractor will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Contractor will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form",

Eligible Training Provider Agreement
PY 2022 – 2025

which is attached as Exhibit D. These forms shall be submitted to CareerSource Broward. Contractor shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer in need of system access so that CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

F. Contractor agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Contractor, subcontractors and their employees may obtain access to information that is otherwise confidential; however, that access does not alter the confidential nature of the information. It is incumbent upon Contractor, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the DEO Intranet.

V. Indemnity:

Contractor is an independent contractor and shall carry out, exercise and execute its duties under this Agreement as an independent contractor. In discharging said duties and responsibilities, Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. Contractor agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

This Agreement may be terminated upon failure of either party to abide by the terms of the Agreement or for the convenience of the parties, within thirty (30) days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of Agreement:

This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Contractor

Name of Contractor:

Name of President or Chief Officer: Jhonathan Polanco

(Signature) 

(Title) President or Chief Officer

(Date) 08/12/2022

ACCEPTED BY CareerSource Broward:

Name of President/CEO: Mr. Mason C. Jackson

(Signature) 

(Title) President/CEO

(Date) 08/24/2022

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information (PII) of individuals who receive public assistance, employment and unemployment insurance records maintained by the Florida Department of Economic Opportunity, made available to my employer, for the limited purpose of performing its official public duties pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include the name (or other PII), social security numbers, wage, unemployment and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my public duties associated with the program requirements set forth under contract or agreement, I understand that I may be granted access to confidential data managed and controlled by entities that are not party to this agreement. Prior to receiving access to such systems, I acknowledge and agree to abide by the following standards:

- 1) I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
- 2) I will use access to the systems only for purposes authorized by law to secure information to conduct official program business consistent with my official public duties.
- 3) I will not disclose my user identification, password, or other information needed to access the systems to any party nor shall I give any other individual access to information secured.
- 4) If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access the Workforce Systems or other systems to which I have been granted access, I will immediately notify the Regional Workforce Board Security Officer.
- 5) I will store any disclosed confidential information in a place physically secure from access by unauthorized persons.
- 6) I will store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
- 7) I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
- 8) I will not share with anyone any other information regarding access to the Systems unless I am specifically authorized by the Agency.
- 9) I will not access or request access to any social security numbers, personal information, wage, employer, unemployment or employment data unless such access is necessary for the performance of my official duties.

- 10) I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
- 11) I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served in such a way to prevent the information from being reconstructed, copied, or used by any means.
- 12) I certify or affirm I have received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations or have received written standards and instructions in the handling of confidential data from my employer or the Agency. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
- 13) I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: _____ **Date:** _____

Print Employee Name: _____

Organization Name: _____

Organization Address: _____

Job Title: _____

Work Phone Number: _____ **Ext:** _____

Work E-Mail: _____

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants. and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name. if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal

action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify

the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier
Sub awards

1. Type of Federal Action

2. Status of Federal Action:

3. Report Type: Contract Grant Cooperative Agreement Loan
Loan Guarantee Loan Insurance Bid/Offer/Application Initial Award
Post award
Initial Filing Material Change: Year _____ Qtr _____ Date of last report

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹
1. Type of Federal Action: _____
2. Status of Federal Action: _____
3. Report Type: _____

a. contract

b. grant

c. cooperative agreement

d. loan

e. loan guarantee

f. loan insurance

a. bid/offer/application

b. initial award

c. post-award

a. initial filing

b. material change

For Material Change Only

year _____ quarter _____

date of last report _____

4. Name and Address of Reporting Entity: _____ Prime _____
5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier _____ if known: Address of Prime:

Congressional District, if known:

Congressional District, if known:

6. Federal Department/ Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known:	9. Award Amount, if known:
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10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a.) (Last name, first name, MI)
(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	
11. Amount of Payment (check all that apply): _____ actual _____ planned _____	13. Types of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other, specify: _____
12. Form of Payment (check all that apply): a. cash b. In-kind, specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11. (Attach Continuation Sheet(s) SF-LLL-A, if necessary)
--

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.²

Signature 
Print Name Johnathan Polanco
Title President
Telephone Number 305-505-7657 Date 08/12/2022

² Approved by OMB 0348-0046

Authorized for Local Reproduction Standard Form LLL-A

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.



08/12/2022

Signature

Date

Johnathan Polanco

Print Name

President

Title



ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the Grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Grantee hereby certifies and assures that it will fully comply with the following:

- A. **Assurances – Non-Construction Programs (SF 424 B)**
- B. **Debarment and Suspension Certification (29 CFR Part 98)**
- C. **Certification Regarding Lobbying (29 CFR Part 93)**
- D. **Drug free Workplace Certification (29 CFR Part 98)**
- E. **Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)**

By signing the agreement, the Grantee is providing the above assurances and certifications as detailed below:

- A. **ASSURANCES – NON-CONSTRUCTION PROGRAMS.** NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.c 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.
5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.



U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

6. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The prospective Grantee certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and Federal department or agency;

Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

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

Where the prospective Grantee is unable to certify to any of the statements in this certification, such prospective Grantee shall attach and explanation to this proposal [or plan].

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned (i.e. Grantee) 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 Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.



Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Grantee, attests and certifies that the Grantee will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b, with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the entire certification.

Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.




E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

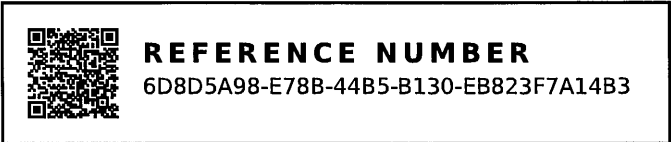
- (1) Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The Grantee understands that AWI and the United States has the right to seek judicial enforcement of the assurance.

I have read, understand, and will comply with the above Assurances and Certifications:


Johnathan Polanco, C.E.O/P. 11/10/21
Authorized Representative Date

SIGNATURE CERTIFICATE



TRANSACTION DETAILS

Reference Number
6D8D5A98-E78B-44B5-B130-EB823F7A14B3

Transaction Type
Signature Request

Sent At
08/12/2022 16:48 EDT

Executed At
08/18/2022 12:00 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
29d78a453c1cde0419bbf1b7f9ce2b203f43a71cb10377d935536d69f98362c3

Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Dentrilogy Academy Llc-Agreement No 2022-2025-Etp-11007

Filename
dentrilogy_academy_llc-agreement_no_2022-2025-etp-11007.pdf

Pages
50 pages

Content Type
application/pdf

File Size
3.72 MB

Original Checksum
d222f92084f8cc4544ea84534acac087795b71e7144868e153e3e93080dc9037

SIGNERS

SIGNER

Name
Jeanna Polanco

Email
jeannalistens@gmail.com

Signer Sequence
2

Components
1

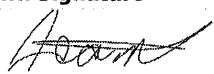
E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
a4881726994af76c580d2305c08781d73c0274bffe6dbc48d2d146999e00f74

IP Address
73.245.197.183

Device
Chrome Mobile via Android

Drawn Signature


Signature Reference ID
51B4B748

Signature Biometric Count
172

EVENTS

Viewed At
08/18/2022 11:59 EDT

Identity Authenticated At
08/18/2022 12:00 EDT

Signed At
08/18/2022 12:00 EDT

Name
Jackie Polanco

Email
jpolanco2064@gmail.com

Signer Sequence
1

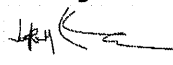
Components
1

Status
signed

Multi-factor Digital Fingerprint Checksum
23ce4612e5a1da2b27a81cf1a0c8ea5ee90486876a9a5db1ed97dde1392cd62

IP Address
12.219.63.98

Device
Chrome via Mac

Drawn Signature


Signature Reference ID
24C37D78

Signature Biometric Count
333

Viewed At
08/18/2022 10:07 EDT

Identity Authenticated At
08/18/2022 10:10 EDT

Signed At
08/18/2022 10:10 EDT

Name
Johnathan Polanco

Status
signed

Viewed At
08/12/2022 17:36 EDT

Email
dentriologyacademy@gmail.com
Signer Sequence
0
Components
18

Multi-factor Digital Fingerprint Checksum
dc201868a7b10f8da8cbafef28d8b0a7380973bbdd2b7774a8b0acff6fe93493
IP Address
73.245.197.183
Device
Chrome via Mac
Drawn Signature


Identity Authenticated At
08/12/2022 17:42 EDT
Signed At
08/12/2022 17:42 EDT

Signature Reference ID
3F9EFC06
Signature Biometric Count
339

AUDITS

TIMESTAMP	AUDIT
08/12/2022 16:48 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'dentriology_academy_llc-agreement_no_2022-2025-etp-11007.pdf' on Chrome via Windows from 67.23.70.69.
08/12/2022 16:48 EDT	Johnathan Polanco (dentriologyacademy@gmail.com) was emailed a link to sign.
08/12/2022 17:36 EDT	Johnathan Polanco (dentriologyacademy@gmail.com) viewed the document on Chrome via Mac from 73.245.197.183.
08/12/2022 17:42 EDT	Johnathan Polanco (dentriologyacademy@gmail.com) authenticated via email on Chrome via Mac from 73.245.197.183.
08/12/2022 17:42 EDT	Johnathan Polanco (dentriologyacademy@gmail.com) signed the document on Chrome via Mac from 73.245.197.183.
08/12/2022 17:42 EDT	Jackie Polanco (jackie@dentriology.com) was emailed a link to sign.
08/16/2022 15:18 EDT	Jackie Polanco (jackie@dentriology.com) was emailed a reminder.
08/18/2022 09:57 EDT	Jackie Polanco (jackie@dentriology.com) was emailed a reminder.
08/18/2022 10:00 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) modified the email for Jackie Polanco to 'jpolanco2064@gmail.com'.
08/18/2022 10:00 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) modified a signer email for 'dentriology_academy_llc-agreement_no_2022-2025-etp-11007.pdf' on Chrome via Windows from 67.23.70.69.
08/18/2022 10:00 EDT	Jackie Polanco (jpolanco2064@gmail.com) was emailed a link to sign.
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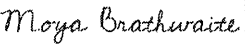
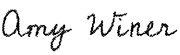
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Moya Brathwaite</p> <p>Email mbrathwaite@careersourcebroward.com</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 5906ca393bb0cee1280ae3b5dd5b8179edadd2229f625ca7314e19111d232b19</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID DCDB04CA</p>	<p>Viewed At 08/24/2022 14:00 EDT</p> <p>Identity Authenticated At 08/24/2022 14:00 EDT</p> <p>Signed At 08/24/2022 14:00 EDT</p>
<p>Name Amy Winer</p> <p>Email awiner@careersourcebroward.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum b0199063fcb31e8227da82abff9d575f32a46f5b98b63cc210f4c202e076785</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID B88A6E02</p>	<p>Viewed At 08/24/2022 13:00 EDT</p> <p>Identity Authenticated At 08/24/2022 13:00 EDT</p> <p>Signed At 08/24/2022 13:00 EDT</p>
<p>Name Carol Hylton</p> <p>Email chylton@careersourcebroward.com</p> <p>Signer Sequence 0</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 2a7a090b0b7e88a28be8af16b738f02b151266de23ddd13b95b1f0e59dc9b66a</p> <p>IP Address</p>	<p>Viewed At 08/24/2022 12:37 EDT</p> <p>Identity Authenticated At 08/24/2022 12:37 EDT</p> <p>Signed At 08/24/2022 12:37 EDT</p>

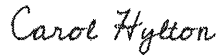
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SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-OSY-770004

(PROGRAM YEAR 2024 – 2025)

BETWEEN

CAREERSOURCE BROWARD

AND

FORT LAUDERDALE INDEPENDENCE TRAINING & EDUCATION CENTER, INC.

UNIQUE ENTITY ID#	R5WJK644XWH9
FEDERAL AWARD IDENTIFICATION / FAIN)#	23A55AY000003
FEDERAL AWARD DATE	4/1/2023
TOTAL FEDERAL AWARD	\$2,324,084
FEDERAL AWARDDING AGENCY	USDOL
CFDA#	17.259
PASS THROUGH ENTITY	Florida Department of Commerce
CONTRACT OFFICER	Carol Hylton
CONTACT INFORMATION	2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309

Pursuant to the Steven's Amendment
Consolidated Appropriations Act of 2018, Pub. L No. 115- 141, 132 Stat. 348, div.
H, Title V, Sec. 505
(Mar. 23, 2018)

1. The percentage of the total costs of the program or project which will be financed with Federal money is 100 percent.
2. The dollar amount of Federal funds for the project or program is \$240,000
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources is 0 percent

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SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-OSY-770004

(PROGRAM YEAR 2024 – 2025)

BETWEEN

CAREERSOURCE BROWARD

AND

FORT LAUDERDALE INDEPENDENCE TRAINING & EDUCATION CENTER, INC.

THIS SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-OSY-770004, which was entered into the 26th day of June, 2024 by and between CAREERSOURCE BROWARD hereinafter referred to as “CSBD”, the administrative entity and fiscal agent for the CareerSource Broward Council of Elected Officials (hereinafter “Council”) and the Broward Workforce Development Board, Inc., (hereinafter “BWDB”) having its principal office at 2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309 and FORT LAUDERDALE INDEPENDENCE TRAINING & EDUCATION CENTER, INC. hereinafter referred to as “SUB-GRANTEE”, existing under and by virtue of the laws of the State of Florida as a not for profit entity, having its principal office at 5201 NW 33rd Avenue, Fort Lauderdale, FL 33309, to begin on the date this Agreement is executed by the parties and to terminate June 30, 2025.

RECITALS

WHEREAS, Broward County has been designated as a local workforce development area and CSBD is sub-grant recipient and the administrative entity for local workforce development area; and

WHEREAS, CSBD issued a Request for Proposal (RFP) in January 2024 seeking service providers for Out-of-School under the Workforce Innovation and Opportunity Act of 2014 (WIOA 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128); and

WHEREAS, SUB-GRANTEE responded to the RFP and was recommended for funding by the BWDB Youth Committee; and

WHEREAS, at their meeting on April 25, 2024, the CSBD governing boards approved an award of funds to SUB-GRANTEE to serve Out-of-School youth;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

ARTICLE 1

AGREEMENT PURPOSE

1.1 Purpose

It is the purpose of this Sub-Grant Agreement to state the covenants and conditions under which the Sub-Grantee will implement and provide workforce development services, as shall be described herein.

ARTICLE 2

DEFINITIONS

In addition to the definitions set forth in the Workforce Innovations and Opportunity Act of 2014, Public Law 113-128 (29 U.S.C. Sec. 3101 et seq., or as it may be amended, the Regulations promulgated there-under at 20 CFR 603 et seq. and 20 CFR Part 676 et seq., the Personal Responsibility and Work Opportunity Reconciliation Act 42 U.S.C. 601 et seq. and the Regulations promulgated there-under at 45 CFR Part 260, et al., and the Acts and regulations applicable to such other grant funding streams as are identified in this agreement and Sub-Grantee's budgets attached hereto as Exhibit A, the following definitions are applicable to the program operated by the Sub-Grantee and to the terms and conditions of this Sub-grant Agreement and any amendments hereto.

2.1 Academic Credit

Credit for education, training or work experience, applicable toward a secondary school diploma, a post-secondary degree, or an accredited certification of completion, consistent with applicable state law, regulations and policy, and the requirements of an accredited educational agency or institution.

2.2 Administrative Costs

All indirect and direct costs associated with the management of the programs funded by this Sub-grant Agreement. They are costs, which do not directly and immediately benefit participants but are necessary for effective delivery of direct participant benefits. These costs are generally identified with supervision, management, fiscal and record keeping systems and are defined in accordance with the regulations governing the funding streams made available to the Sub-Grantee.

2.3 Allowable Costs

Those costs, which are necessary, reasonable and allowable under applicable federal, state and local law, for the proper administration and performance of the services to be provided under this Sub-grant Agreement. In general, allowable costs are defined by 2 CFR §200.420 – §200.475

2.4 Amendment

A modification to this Sub-grant Agreement duly executed by the parties.

2.5 Apprenticeship Program

An officially authorized plan which sets forth the terms and conditions for the qualification, recruitment, selection, employment and training of apprentices.

2.6 Assessment

The process whereby applicants are interviewed to determine their employability, motivation, aptitude, abilities and interests in order to develop an individual service strategy for the attainment of the participant's career goals. Testing and counseling are a part of the assessment process.

2.7 Audit

A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Sub-Grantee's financial operations are being properly conducted, financial reports are being presented fairly and the organization is in compliance with applicable laws and regulations. All Sub-Grantees including commercial organizations pursuant to 20 CFR 200(b)(2)(ii) must submit an audit of the program funded under this Sub-grant Agreement as is further delineated herein. For purposes of this Sub-grant Agreement an Audit shall mean an audit conducted in accordance with 2 CFR 200 Subpart F (§200.500- §200.521)

2.8 Barriers to Employment

Characteristics which hinder an individual's ability to participate in the labor market.

2.9 Basic Skills Deficient

With respect to an individual:

- (a) who is a youth, the individual's English reading, writing, or computing skills are at or below the 8th grade level based upon their score on a generally accepted standardized test; or
- (b) who is a youth or adult, the individual is unable to compute or solve problems, read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

2.10 Broward Workforce Development Board, Inc.

The local workforce development board, which is also referred to as the BWDB, a 501 (c)(3) organization.

2.11 Case Management

Is a client-centered approach in the provision of services to assure they are aligned with an individual's assessment and follows the individual's service strategy or employment plan as agreed to with the individual to ensure access to the workforce activities and supportive services, needed for the individual to succeed.

2.12 Certificate

A certificate awarded in recognition of an individual's attainment of technical or occupational skills by (1) A state educational agency or a state agency responsible for administering vocational and technical education within a state. (2) An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community colleges, proprietary schools, and all other institutions of higher education that are eligible to participate in federal student financial aid programs. (3) A professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g., Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities. (4) A registered apprenticeship program. (5) A public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an occupation or profession (e.g., FAA aviation mechanic certification, state certified

asbestos inspector). (6) A program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons and (7) Institutions of higher education, which is formally controlled, or has been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes. Certificates awarded by workforce investment boards or their providers are not included in this definition. Work readiness certificates for employability skills training, success seminars or similar training are also not included in this definition.

2.13 Classroom Training

Training conducted in an institutional setting designed to provide individuals with the technical skills and information required to perform a specific job or group of jobs.

2.14 The Code of Federal Regulations

Also referred to as CFR. It is where regulations applicable to a federal grant program can be found. Regulations are also published in the Federal Register.

2.15 Commercial Organization

A private-for-profit entity.

2.16 Cost Allocation Plan

A plan, which identifies and distributes the cost of services provided by support staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category.

2.17 Cost Reimbursement Sub-Grant Agreement

This is a contract format, which provides for the reimbursement of all allowable costs, which have been identified and approved in the contract budget. It requires that the Sub-Grantee maintain the documentation necessary to support the cost. This contract is a cost reimbursement contract.

2.18 Countable Work Activity

For mandatory WTP participants, a work activity that satisfies the work requirement necessary to be included in the calculation of participation in a WTP program.

2.19 Credential

A nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates. Includes all state education agency recognized credentials.

2.20 Demand Occupation

This is an occupational area, which has been designated as in high demand in the Broward County labor market area.

2.21 Department of Children and Families

Also referred to as DCF.

2.22 Dislocated Worker

In accordance with the WIOA this is an individual who:

- (A) (i) has been terminated or laid off, or who has received a notice of termination or layoff, from employment
 - (ii) (1) is eligible for or has exhausted entitlement to unemployment compensation; or
 - (2) has been employed for a duration sufficient, as determined by CSBD to demonstrate, an attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a state unemployment compensation law; and
 - (iii) is unlikely to return to a previous industry or occupation;
- (B) (i) has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise;
 - (ii) is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or

(iii)for purposes of eligibility to receive services, other than career services, training or support is employed at a facility at which the employer has made a general announcement that such facility will close;

(C) was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters; or

(D) is a displaced homemaker as defined in the WIOA.

(E) (i)is the spouse of a member of the Armed Forces on active duty (as defined in section 101(d)(1) of title 10, United States Code), and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or

(ii) is the spouse of a member of the Armed Forces on active duty and who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

2.23 D.O.T. Codes

The nine-digit Dictionary of Occupational Titles code for a job or occupational title.

2.24 Eligible or Eligibility

Refers to an individual's status in relation to their ability to participate in a grant program.

2.25 Eligible Training Providers List (ETPL)

This is a list of approved training institutions compiled pursuant to WIOA requirements approved by the CSBD governing boards which institutions may provide training to a CSBD participant.

2.26 EmployFlorida

Also referred to as EF it is the Florida Commerce management information and data system.

2.27 Excess Revenue

This refers to revenues in excess of actual costs. All governmental and not-for-profit entities must report and return any excess revenue earned as a result of providing the services and activities under this Agreement.

2.28 Exit

A term which refers to an individual who is no longer considered a program participant and is reported in the State's information system as an individual who has "exited" from the program in which they were enrolled. Although considered "exited" if the participant is a youth they may still be receiving support and/or follow up services.

2.29 FloridaCommerce

The State of Florida Department of Commerce formerly the Department of Economic Opportunity or "DEO."

2.30 Funding Stream

The term funding stream as used herein refers to the State and/or federal grants under which a program or activity is funded. Different funding streams are governed by varying pieces of legislation, statutes and regulations. The grants which comprise the funding streams applicable to this Sub-grant Agreement are identified in the budgets attached hereto as Exhibits A. Sub-Grantee must comply with the federal and state requirements of each funding stream identified in their budget when executing their duties and responsibilities under this Sub-grant Agreement.

2.31 Governor

The Chief Executive Officer of the State of Florida.

2.32 Individual Service Strategy (ISS)

An individual plan for a participant which includes an employment goal, achievement objectives, and the appropriate combination of services determined during the individual's objective assessment. The ISS includes the training and employability development plans for a participant.

2.33 Individual Training Account (ITA)

An amount set aside to pay for an individual to be able to attend occupational skills training provided by an ETP.

2.34 Industry Based Training

Also referred to as customized training. It is training designed to meet the special requirements of an employer or a group of employers and is conducted with a commitment by the employer to employ an individual upon successful completion of the training; and for which the employer pays a percentage of the cost of the training.

2.35 In School Youth

An individual who is in secondary school and is between the ages of 14 – 21 or in post-secondary school at the time of their application for WIOA services, who has not yet reached the age of 24, and who meets WIOA eligibility criteria.

2.36 Low Income Individual

An individual who:

- A. Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance; or
- B. Is in a family with total family income that does not exceed the higher of:
 - a. The poverty line; or
 - b. 70 percent of the lower living standard income level, or
 - c. Is a homeless individual as per the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), or a homeless child or youth (as per the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2))); or
 - d. For purposes of in-school youth programs receives or is eligible to receive a free or reduced-price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.); or
 - e. Is a foster child on behalf of whom State or local government payments are made; or

- f. Is an individual with a disability whose own income meets the income requirement of i or ii above, but who is a member of a family whose income does not meet this requirement.

2.37 Lower Living Standard Income Level

Is the income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget.

2.38 Occupational Training

Training defined by using the first three digits of the Dictionary of Occupational Titles (DOT) code or a five-digit code as defined by the OES.

2.39 Offender

An adult or juvenile who is or has been subject to any stage of the criminal justice process, or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

2.40 OJT

On-the-Job-Training. All OJT is subject to the CSBD policies governing OJT.

2.41 Out-of-School (OSY)

An individual eligible for WIOA services, who is 16 years of age or older who has not yet reached their 24th birthday and is not attending secondary or post-secondary school and has not attended secondary or post-secondary school for the semester immediately prior to their seeking enrollment into WIOA as an OSY. Youth enrolled in an alternative education or GED program at the time of application for WIOA services are considered to be OSY. Youth enrolled in drop out recovery are considered to be in-school youth for purposes of WIOA.

2.42 Participant

An individual who has been determined eligible for receipt of the services to be provided under this Sub-grant Agreement.

2.43 Personal Responsibility and Work Opportunity Reconciliation Act

The Personal Responsibility and Work Opportunity Reconciliation Act shall be referred to as the PRWOR 42 U.S.C. 601 et seq. (PRWOR). In Florida, the

PRWOR is enacted through the Workforce Innovation Act, Chapter 445 of the Florida Statutes and is referred to as the Welfare Transition Program or “WTP”.

2.44 PELL Grant

Federal education grants targeted to assist low-income individuals. Entities, which are PELL eligible, must coordinate PELL assistance with WIOA funds. For OSY enrolled in training, PELL funds must be used before applying for WIOA assisted training.

2.45 Post-Secondary Institution

An institution as defined in the Higher Education Act of 1965.

2.46 Pre-Test and Post Test

Written evaluative instruments, which measure a participant’s skill level at entry into and at completion of training.

2.47 Profit

An amount in excess of the cost necessary to operate a program. Profit is allowable under a cost reimbursement Sub-grant Agreement to the extent it is reasonable as determined during contract negotiations. It includes that amount which is associated with proprietary materials included in the cost of the program. Profit may be allocated among the cost categories. Profit may only be earned by private-for-profit organizations.

2.48 Program

The activities and services to be provided by Sub-Grantee under and pursuant to this Sub-grant Agreement.

2.49 Program Costs

Personnel and non-personnel costs related to the provision of services to participants under a WIOA funded contract. Costs include the salaries, fringe benefits, equipment, supplies, space, staff training, transportation and other related costs of personnel providing training, component supervisors, coordinators, clerical staff working on direct training activities or functions, instructional materials and equipment used by or for participants, classroom training space, utility costs, insurance, commercially available training packages, tuition, and OJT reimbursements.

2.50 Program Year

The program year is July 1 to June 30.

2.51 Program Income

Interest earned on any advances under this Sub-grant Agreement or income generated by a contract funded by WIOA as a result of the use or fees charged for the rental of real or personal property, or fees for services performed or conferences, or the sale of commodities or items developed with contract funds, or from the participants' activities under the contract except for OJT or revenue in excess of costs earned by organizations other than commercial organizations.

2.52 Retention

The period an individual remains in an unsubsidized job following job placement or in the case of a WIOA youth, the period the youth remains in a job, the military, post-secondary school or advanced training following exit from the program. The calculation for determining whether the retention period has been met is dictated by the performance measure calculation provided by the state or the federal agency with oversight over the funding stream under which the participant is being served.

2.53 Service Provider

This is the sub-recipient, sub-grant recipient, Sub-Grantee, provider or contractor.

2.54 Slot

A training or employment position, which one or several participants may occupy at different times within the same contract period.

2.55 Stand In Costs

Costs paid from non-federal sources, which may be used to stand in for a disallowed cost as a result of a monitoring or audit finding of a disallowed cost. To be considered stand-in costs must be reported as uncharged program costs and must have been allowable under the grant regulations for the program under which they are proposed to stand-in. They are subject to verification through audit. In order to use in kind costs to stand in for a disallowed cost, State of Florida and federal oversight agency approval must be obtained.

2.56 Sub-Grantee

FORT LAUDERDALE INDEPENDENCE TRAINING & EDUCATION CENTER, INC.

2.57 Support

Personnel and non-personnel costs for services such as transportation, childcare, dependent care, housing, and needs-related payments related to the provision of support services to participants necessary for the participant to take part in an activity funded under this Sub-grant Agreement. The various funding streams under which an individual may be served may limit support.

2.58 Tuition

Charges for education provided by an institution of higher education as defined by the Higher Education Act of 1965 Section 1201(a), or a proprietary institution of higher education, as defined by the Higher Education Act of 1965 Section 481(b), that are not more than the charges for such training made available to the general public.

2.59 The United States Department of Labor

Also referred to as DOL or USDOL.

2.60 The Workforce Innovation and Opportunity Act of 2014

Also referred to as WIOA, 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128.

2.61 Work Activity Plan

A plan, which details when specific elements of performance will be achieved by the Sub-Grantee and/or attained by a participant during training. If required and attached as an Exhibit, the work activity plan is an integral part of the contract budget and non-compliance with negotiated time frames and performance levels may result in a determination of non-performance under an agreement.

2.62 Work Experience

A short term or part time work assignment in order to provide a participant with good work habits and basic work requirement skills. The Participant's ISS should identify the length of time which should be justified by the hours needed to provide the training. The work experience must be contextual to the training. For WIOA work experience may be at a for-profit or a private-not-for-profit or

governmental entity site. For WTP, work experience is done through community service and may only be at a private-not-for-profit or governmental site.

END OF ARTICLE 2

ARTICLE 3

FISCAL MANAGEMENT

3.1 General Terms

3.1.1 Funding Independent from Consortium Members.

It is agreed that all funds made available to the Sub-Grantee are funds granted to CSBD from the State of Florida under WIOA or other state and federal grants and are not from funding sources of any member of the Council or BWDB.

3.1.2 Compliance with Federal and State Requirements.

- a. The Sub-Grantee agrees to implement this Sub-grant Agreement in accordance with the federal, state and local laws, regulations, policies, and procedures applicable to the funding streams identified in Sub-Grantee's budget. Sub-Grantee understands that nothing in this Sub-grant Agreement will relieve Sub-Grantee from adherence to applicable federal, state, and local laws and regulations. Any conflict or inconsistency between the above and this Sub-grant Agreement will be resolved in favor of those laws, regulations, policies, and procedures. Allowability and allocation of costs to the cost categories shall be governed by 2 CFR 200 et. seq., the federal regulations governing federal funding streams, FloridaCommerce, CSBD policies, and the budget attached to this Sub-grant Agreement as Exhibit A. Any conflict or inconsistency between the above and this Sub-grant Agreement will be resolved in favor of those laws, regulations, policies and procedures. This section shall be construed to allow for CSBD to impose restrictions more limiting than those required by said laws, regulations, policies and regulations.
- b. CSBD reserves the right to use Welfare Transition Program (WTP) grants to fund all or a part of the program and activities to be provided by Sub-grantee under this sub-grant agreement based upon the availability of funds to CSBD and the allowable use of the funds for the purposes set forth in this Sub-grant Agreement. In the event some or all program activities to be provided under this Sub-grant Agreement are funded with WTP funds Sub-grantee agrees to enter participant data into the State of Florida "OSST" system as well as in to the state EF system.

3.2 Compensation

3.2.1 Total Compensation

- a. The compensation awarded for the OSY program funded under this sub-grant agreement shall be Two Hundred and Forty Thousand Dollars and zero cents (\$240,000.00), for the period July 1, 2024 through June 30, 2025 in accordance with the budget attached hereto as Exhibit A.
- b. Any funds not expended for the period July 1 through June 30, of each program year during which this Sub-grant Agreement is in effect may not be used to support the programs funded under any amendment extending this Sub-grant Agreement for a successive program year.
- c. If Sub-Grantee is a commercial organization and has included profit as a part of a line-item budget, Sub-Grantee shall not be entitled to be paid for that line item until all goods and/or services under this Sub-Grant Agreement have been received. This clause is subject to any additional limitations contained in this Sub-Grant Agreement.

3.2.2 Payments Limited to the Program and Cost Reimbursement Budget

- a. Funds will be made available to Sub-Grantee on a cost reimbursement basis for allowable costs as defined by federal, state and local laws and guidelines and in accordance with the line-item budget limitations within each cost category of the budget attached hereto as Exhibit A.
- b. Funds awarded under this Sub-Grant Agreement or an amendment to this Sub-grant Agreement shall also be limited to:
 - i. The operation of the program described and in accordance with the terms and conditions set forth herein; and
 - ii. The period for performance as stipulated in the introductory clause of this Sub-grant Agreement or as it may be amended.
 - iii. The terms and conditions of this Sub-grant Agreement, including the supporting detail and positions approved in the budget attached to this Sub-grant Agreement as Exhibits A. Line items not described in Exhibit A will not be subject to reimbursement, this includes but is not limited to the specific costs related to supplies, materials, printing, equipment, increases or changes to staffing, wages and/or fringe benefits, bonuses, incentive

payments, or mileage in excess of the CSBD mileage reimbursement policy or as approved by CSBD.

3.3 Fiscal Controls

3.3.1 Maintenance of Fiscal Records in Accordance with GAAP

Sub-Grantee agrees to maintain their books and records in accordance with Generally Accepted Accounting Principles, (GAAP), and to institute fiscal controls as established by CSBD from time to time so as to be able to satisfactorily account for all monies spent in order to perform their obligations under this Sub-grant Agreement.

3.3.2 Segregation of Sub-grant Agreement Funds

Sub-Grantee shall keep program funds segregated from other funds belonging to Sub-Grantee's organization by maintaining separate bank accounts and/or separate ledgers.

3.3.3 Prohibition Against Advances

In no case shall Sub-Grantee be paid in advance of work performed or services rendered.

3.3.4 Sub-Grantee Responsible for Actions of Employees and Representatives

Sub-Grantee shall be responsible for the actions of its representatives, employees, and instructors with regard to all aspects of the Sub-Grantee's program including, but not limited to, program implementation, the certification and submission of time and attendance records, invoices, submission and verification of financial reports, and maintenance of records.

3.3.5 Access to Records Prior to Funding

Upon demand and/or within thirty (30) days prior to funding any program or service, Sub-Grantee shall allow CSBD to evaluate Sub-Grantee's fiscal and personnel systems in order to be assured of Sub-Grantee's capability to manage the program or project funded by this Sub-grant Agreement or any amendment hereto.

3.3.6 Sub-Grantee Obligation Regarding Training and Support Funds

a. To assure expenditure requirements are met for the various funding streams and that funds are not over obligated beyond what CSBD has

available for each program year Sub-Grantee is responsible for obligating funds which shall be reimbursed or paid to a third party by CSBD. This includes but is not limited to participant support services, work experience wages, tuition payments, and similar types of costs.

- b. Sub-Grantee may be requested to provide CSBD with a weekly report regarding the detail of those obligations. The report shall be provided to the CSBD Sr. Vice President of Operations, in a format and containing information as required by CSBD. Failure to provide the report and resultant over obligations beyond funds budgeted by CSBD for these third-party services will become Sub-Grantee's responsibility for payment. Sums obligated by Sub-Grantee in excess of the amounts budgeted by CSBD will be deducted from invoices due Sub-Grantee and/or will have to be reimbursed to CSBD by Sub-Grantee should Sub-Grantee's invoices be insufficient to cover the expense.

3.4 De-obligation and Failure to Perform

3.4.1 De-obligation for Non-Performance

CSBD may de-obligate or redistribute the funds under this Sub-grant Agreement or any amendment hereto, to alternate Sub-Grantees to the extent that either the Sub-grant Agreement is fully or partially terminated, the Sub-Grantee is not able to perform effectively, or Sub-Grantee's total program costs will not be expended in accordance with the amount of funds awarded under this Sub-grant Agreement.

3.4.2 Funds Limited to the Sub-grant Agreement Program

Funds accrued or allocated to the Sub-Grantee under this Sub-grant Agreement or any amendment to this Sub-grant Agreement cannot be used by the Sub-Grantee to support other programs operated by the Sub-Grantee even under a different Sub-grant Agreement or amendment with CSBD.

3.4.3 Sub-grant Agreement Contingent Upon CSBD's Receipt of Funds

- a. This Sub-grant Agreement is subject to the appropriation of funds by the Florida Legislature. Florida Statutes, Section 287.0582.
- b. Sub-Grantee agrees and understands that funds allocated to the Sub-Grantee under this Sub-grant Agreement or any amendment or modification hereto are contingent upon CSBD's receipt of the federal grant funds under which this Sub-grant Agreement is funded. CSBD, therefore, reserves unto itself the right to unilaterally de-obligate,

modify or amend Sub-Grantee's budget in proportion to CSBD's funding level and at the sole discretion of CSBD or if necessary, to suspend or terminate this Sub-grant Agreement or any amendment hereto instantaneously and as may be necessitated by CSBD's funding levels. Any de-obligation, modification or amendment of the funds allocated in the Sub-Grantee's Sub-Grant Agreement, or any amendment hereto, shall be effective upon notification to the Sub-Grantee by CSBD. CSBD shall provide Sub-Grantee thirty (30) days' notice or in the event CSBD receives less than thirty (30) days' notice CSBD shall provide such notice as CSBD receives from its funding sources. In such instances, costs will be reimbursed up to the date of cancellation only; thereafter, neither CSBD nor Sub-Grantee shall have any obligation to complete or otherwise continue the Program.

- c. Sub-Grantee's funding shall be subject to the de-obligation policy adopted by the State. To the extent that Sub-Grantee expenditure rates result in the de-obligation of funds allocated to CSBD by the State, this Sub-grant Agreement may be unilaterally amended to reduce the total funds available in proportion to the funds de-obligated.

3.4.4 Sub-Grantee Salaries

Sub-Grantee salary and bonuses paid with federal funds may not exceed Federal General Services Administration published Executive Level II salaries. The annual limits are published on the OPM.gov website (<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/executive-senior-level>) and USDOL Training and Employment Guidance Letter No. 5-06.

3.5 Method of Payment

3.5.1 Invoicing.

- a. In order to receive payment Sub-Grantee shall submit an invoice to CSBD within fifteen (15) working days following the end of each month. Invoices are generally paid within thirty (30) days of receipt.
- b. Invoices submitted more than fifteen (15) days following the termination of the CSBD program year, which is June 30 of each year, will be honored at CSBD's discretion.
- c. The invoice shall be for allowable costs as described in Sub-Grantee's budget and as governed by the rules applicable to the funding streams and grants awarded to Sub-Grantee.

- d. The invoice must be accompanied by all documentation necessary to substantiate the expenses for which Sub-Grantee is seeking reimbursement.
- e. Invoices containing costs not supported by the proper documentation or items not detailed in Sub-Grantee's line-item budget shall be paid minus the expenditures lacking the documentation or not included with the submission of the invoice.
- f. Accuracy and timeliness of the invoices shall be a factor in recommendations made to the CSBD governing boards.

3.5.2 Invoice Errors

- a. Sub-Grantee shall be trained on the correct way to submit invoices for reimbursement of expenses. Following the training, Sub-Grantee will receive a written notice from CSBD for Sub-Grantee invoices which:
 - i. Contain mathematical errors, or
 - ii. Seek reimbursement for items not covered by the budget, or
 - iii. Are submitted late, or
 - iv. Are not accompanied by the appropriate supporting documentation.
- b. If after training and a written notice an invoice is submitted to CSBD with one of the faults described in paragraph a above sub-recipient's inability to provide correct invoices will be reported to the CSBD governing boards at the time that contract renewal is considered.

3.5.3 Reimbursement of Purchases

In the case of a request for reimbursement of costs incurred in the acquisition or leasing of capital and expendable equipment as approved by CSBD, Sub-Grantee shall be required to comply with Article 3, Section 3.7, Property Management, of this Sub-grant Agreement. All capital expenditures must be approved by CSBD in advance and shall be subject to the rules set forth in 2 CFR 200 as they apply to capital expenditures. Funds under this Sub-grant Agreement may not be used for the purchase in whole or in part of real property.

3.5.4 Required Documentation for Submission of Invoices

Sub-Grantee agrees to maintain and provide the following documentation to CSBD, along with Sub-Grantee's invoice for payment. Sub-Grantee understands that invoices submitted without the below described documentation will not be honored.

- a. For mileage reimbursement requests, Sub-Grantee shall use the CSBD mileage form or their own form which contains the same information. Mileage from home to work will not be reimbursed. Sub-Grantee is limited to the CSBD rate when reimbursing its staff for mileage.
- b. For staff payroll reimbursement requests, Sub-Grantees submit time sheets and payroll information. Sub-grant recipients who do not have certified payroll systems in which the payroll register is supported by time sheets must establish a sign-in system. Time sheets shall reflect time allocated across cost categories, contracts or other activities, whether paid for by CSBD or not.
- c. In general Sub-Grantee must submit copies of the front and back of cancelled checks where applicable of a copy of the electronic payment to substantiate their expenditures in order to be reimbursed. For purchases, Sub-Grantee shall also submit all procurement documentation, and a copy of the front and back of the cancelled check applicable to the procurement.
- d. For proprietary materials such as books and supplies, Sub-Grantee shall provide signed receipts from students acknowledging delivery of the materials for which CSBD is being charged, along with the front and back of cancelled checks where appropriate.
- e. For reimbursement of rental and utility charges, Sub-Grantee shall provide a copy of the lease and, as appropriate, a copy of the entire phone bill, utility bill, and/or rental Sub-grant Agreement along with the front and back of the cancelled check.
- f. Sub-Grantee may be requested to provide access to participant case notes, participant progress reports and competency tests.

3.5.5 Credits

- a. In the event Sub-Grantee requests a reimbursement for a security deposit on leased equipment or space or other good or service, which

payment will be reimbursed to Sub-Grantee at a later date or makes a payment in advance for a good or service for which a credit is later due Sub-Grantee, or receives a credit or discount for an over payment or an aggregated volume purchase or any other discount or reduction in cost, Sub-Grantee shall report such credit, discount or return of payment or overpayment to CSBD and shall be responsible for returning the funds to CSBD.

- b. CSBD reserves the right to deduct such credits, discounts or return payments due or paid to Sub-Grantee, from any outstanding invoice under this Sub-grant Agreement or any Sub-grant Agreement in force between CSBD and the Sub-Grantee at the time of identification of the credit, returned payment, discount or other financial benefit made available to Sub-Grantee as a result of funds made available to Sub-Grantee under this Sub-grant Agreement. CSBD's right to such credits, discounts or return payments are in addition to any other rights or remedies accruing to CSBD under this Sub-grant Agreement and shall survive the termination of this Sub-grant Agreement.

3.5.6 Changes to the Budget

Any change to the budget requires a written request from Sub-Grantee, approval by CSBD and the execution of a Sub-Grant Amendment.

3.5.7 Release of Claims Upon Final Payment

The Sub-Grantee, upon final payment of amounts due under this Sub-grant Agreement, less any credits, refunds, or rebates due to CSBD, hereby releases and discharges CSBD from any financial claims arising from this Sub-grant Agreement.

3.6 Payment Adjustments/Suspensions

3.6.1 Reimbursement of Non-Budgeted and Unallowable Costs

CSBD shall not reimburse or pay any expenditures, costs, or payments for goods and/or services to Sub-Grantee which are found to be unallowable, or which are found to be inconsistent with the last approved budget; provided, however, that said budget may be revised for more efficient and effective use of monies available under the Sub-grant Agreement upon written request by the Sub-Grantee to CSBD and written approval thereof by CSBD in advance of the expenditure.

3.7 Property Management

3.7.1 Property Use Limited to the Program

- a. Property leased or purchased with grant funds, including personal or real property shall only be used in implementing the CSBD programs funded by this Sub-grant Agreement or any amendment hereto. Title to property purchased with funds made available through this Sub-grant Agreement shall vest with the State of Florida and/or CSBD and the property shall be returned to CSBD upon termination of this Sub-grant Agreement.
- b. Sub-Grantee shall not use contract funds to purchase a part or portion of personal property.
- c. In the event that Sub-Grantee enters into a lease for real property with funds under this Sub-grant Agreement:
 - i. Sub-Grantee shall assure the lease contains a deobligation clause similar to that contained in this Sub-grant Agreement.
 - ii. The lease shall not obligate CSBD.
 - iii. If the lease is for a facility owned by Sub-Grantee, then lease payments shall be limited in amount in accordance with the 2 CFR 200.

3.7.2 Sub-Grantee Procurement Requirements

- a. Sub-Grantee agrees to adhere to the requirements set forth in 2 CFR 200.320 in the procurement of goods and services under this Sub-grant Agreement.
- b. Sub-Grantee shall secure CSBD's written approval for the purchase of items not included in Sub-Grantee's budget.
- c. Sub-Grantee shall avoid all conflicts of interest either real or perceived in the procurement of goods and services with contract funds and in the execution of their obligations under this Sub-Grant Agreement.

3.7.3 Sub-Grantee Use of Alternative Procurement System

If Sub-Grantee's purchasing and procurement system is more stringent than that required by 2 CFR 200.320 Sub-Grantee may utilize their procurement system.

3.7.4 Sub-Grantee's Failure to Produce Records

Sub-Grantee expressly agrees that it shall reimburse CSBD for any funds expended under this Sub-grant Agreement or amendment hereto when the Sub-Grantee does not nor cannot produce the documents required to demonstrate that the procurement requirements of this section have been followed or to support/ substantiate that the goods and/or services procured and/or purchased have been received.

3.7.5 Inventory Tags

Upon receipt by CSBD of Sub-Grantee's invoice for the purchase of property with CSBD funds, CSBD shall provide Sub-Grantee with inventory tag numbers which tags shall be affixed to the property.

3.7.6 Insurance Coverage for Property

- a. Sub-Grantee shall provide insurance coverage for all property purchased with CSBD funds in the event of loss or damage and shall list CSBD as the named insured with regard to such property.
- b. Any loss, theft, or damage to CSBD/State property, along with the property's inventory tag number shall be reported to CSBD and the local police department as soon as possible following discovery of the loss, theft, or damage, but in any case, not later than thirty (30) days following the actual loss, theft, or damage.
- c. Any recovery made by Sub-Grantee following a report to Sub-Grantee's insurer of the loss, theft, or damage shall be reported to CSBD. CSBD will then inform Sub-Grantee as to whether or not it may use the funds to replace the property or whether the monies should be returned directly to CSBD.

3.7.7 Requirement to Provide a Physical Inventory

Thirty (30) days prior to the end of this Sub-grant Agreement, Sub-Grantee shall present CSBD with a physical inventory of all property located in or out of the CSBD, One-Stop Centers purchased with CSBD

funds by Sub-Grantee or CSBD. The physical inventory shall contain a reference to the Sub-grant Agreement under which funds were allocated for the purchase along with the CSBD inventory tag number.

3.7.8 Requirement to Return Property

Within thirty (30) days of the termination of this Sub-grant Agreement or any amendment hereto under which the property was purchased, Sub-Grantee shall return all property purchased with funds under this Sub-grant Agreement or any amendment hereto to CSBD except where Sub-Grantee and CSBD agree in writing that Sub-Grantee may continue to utilize such property for another WIOA, WTP or other grant funded activity.

- a. Sub-Grantee shall inform CSBD in writing by entering a "Track-It" within twenty-four (24) hours of the termination or resignation of any personnel whose salary is in whole or in part paid for under this Sub-grant Agreement so that their access to the CSBD network can be terminated.
- b. Sub-Grantee shall ensure that any equipment issued which was purchased with funds provided by CSBD or any equipment placed on Sub-Grantee's site by CSBD is collected from a terminated employee prior to their departure.

3.8 Sub-grant Agreement Closeout

3.8.1 Sub-Grantee shall comply with all provisions of CSBD's Sub-grant Agreement Closeout Procedures.

3.8.2 Closeout of the program funded under this Sub-grant Agreement upon termination of this Sub-grant Agreement shall be performed in accordance with the terms and conditions of WIOA and state regulations and procedures. Except as expressly waived by CSBD, closeout shall be completed prior to final payment for services performed pursuant to this Sub-grant Agreement. Sub-Grantee shall provide CSBD such information and materials within such time periods as CSBD may require, necessary to complete closeout in accordance with applicable federal and state regulations and procedures.

3.9 Duplicate Funding

3.9.1 Prohibition Against Double Payments

Sub-Grantee costs or earnings claimed under this contract may not also be claimed under another contract or grant from another agency.

3.9.2 Multiple Funding Sources

Sub-Grantee shall utilize a cost allocation methodology which assures that CSBD is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this Sub-grant Agreement. The cost allocation plan and supportive documentation shall be included in the audit of Sub-Grantee's program.

END OF ARTICLE 3

ARTICLE 4
GENERAL CONDITIONS

4.1 Sub-Grantee's Request for Proposal Response

4.1.1 Adherence to the Terms and Conditions of the RFP

- a. Sub-Grantee understands and agrees to adhere to the commitments and requirements established under CSBD's formal Request for Proposal Process and the Request for Proposals Response document, incorporated by reference.
- b. To the extent that any terms or conditions conflict with the terms and conditions as stated in this Sub-grant Agreement the language of the Sub-grant Agreement shall control.

4.2 Political Activity

4.2.1 Application of the Hatch Act

None of the funds or services under this Sub-grant Agreement shall be used for any partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) or the Federal Election Campaign Act, as amended (2 USC section 431).

4.2.2 Partisan and Nonpartisan Activities

No participant or employee whose salary is funded in whole or in part by this Sub-grant Agreement may engage in partisan or nonpartisan political activities during the hours for which the participant or employee is paid with federal grant funds.

4.2.3 Prohibition Against Acting as a Spokesperson for CSBD

No participant or employee whose salary in whole or in part is paid for with funds made available under this Sub-grant Agreement, may at any time, engage in partisan political activities in which such participant or employee represents himself/herself as a spokesperson for CSBD or the program funded under this Sub-grant Agreement.

4.2.4 Placement of Participant or Employees in Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Sub-grant Agreement shall be employed or out stationed in the office of a member of Congress or state or local legislator or on the staff of a legislative committee or in the office of any local elected official(s) of a state or a unit of local government without CSBD's express written approval.

4.2.5 Out Stationing to Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Sub-grant Agreement may be employed or out stationed in positions involving political activities.

4.3 Religious Activity

4.3.1 Prohibition Against Religious Activity

There shall be no religious worship, instruction, or proselytizing as a part of or in connection with the performance of Sub-Grantee's obligations under this Sub-grant Agreement.

4.3.2 Prohibition of Use of Funds for Religious Activities

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto in support of any religious activity or in support of any anti-religious activity. Participants shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

4.3.3 Compliance with the Jessica Lunsford Act

In accordance with Sub-Grantee and State of Florida, requirements CSBD agrees to comply with the Jessica Lunsford Act which consists of a level II background screening via fingerprinting of staff who will visit the program on school grounds when students are present. CSBD will comply with the requirements of the law at Florida Statute sec. 1012.465 and Section 1012.32 Florida Statutes.

4.4 Non-Discrimination

4.4.1 Compliance with Title VI of the Civil Rights Act

Sub-Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended, which prohibits discrimination on the basis of race, color and national origin. In implementation Sub-Grantee agrees to comply with Executive Order 11246 as amended by Executive Order 11375 as well as with section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended.

4.4.2 Compliance with Age Discrimination Laws

Sub-Grantee must comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which protects individuals who are forty (40) years of age or older.

4.4.3 Compliance with the Rehabilitation Act

Sub-Grantee agrees to comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended which prohibits discrimination against qualified individuals with disabilities.

4.4.4 Compliance with Title IX of the Education Amendments of 1972

Sub-Grantee agrees to comply with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs.

4.4.5 Compliance with the Americans with Disabilities Act

Sub-Grantee agrees to comply with applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), in the course of providing services funded in whole or in part by this Sub-grant Agreement.

4.4.6 Compliance with WIOA Non-Discrimination Requirements

If Sub-Grantee is funded to provide WIOA services Sub-Grantee agrees to the requirements of WIOA Section 188 as follows:

- a. Prohibition of Discrimination Regarding Participation, Benefits, and Employment.

No individual is excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any funded 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.

b. Prohibition of Discrimination on the Basis of Participant Status

No person may discriminate against an individual who is a participant in a program or activity that receives funds under this Sub-grant Agreement, 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.

c. Prohibition on Discrimination Including Prohibition on Discrimination Against Certain Non-Citizens

Sub-Grantee agrees not to discriminate 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. Participation in WIOA programs and activities shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

d. Application of USDOL Non-Discrimination Requirements

Sub-Grantee shall comply with 29 CFR part 37, 41 CFR part 6 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.

e. Harassment Free Workplace

Sub-Grantee shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The Sub-Grantee agrees to insert a similar provision in all subcontracts. Public Law 105-220, section 188.

4.4.7 Complaint Procedures

Sub-Grantee agrees to be governed by the complaint and compliance requirements as set forth in 29 CFR parts 31, 32 and 34 with respect to discrimination and equal opportunity requirements.

4.5 Grievances and Grievance Procedures

4.5.1 Sub-Grantee agrees to provide CSBD program participants access to the CSBD grievance procedures with respect to a non-criminal grievance or complaint arising in connection with WIOA programs operated by Sub-Grantee other than civil rights complaints. Sub-Grantee agrees to be bound by any decision arrived at as a result of taking part in the procedure. With respect to WIOA participants, the final resolution of the grievance must be within sixty (60) days of the filing of the formal grievance or complaint as per the WIOA Regulations.

4.5.2 Sub-Grantee agrees to comply with the grievance procedures applicable to Providers in the event of a grievance with respect to CSBD.

4.5.3 Whenever CSBD forwards or notifies Sub-Grantee of customer complaints about the workforce system received from the State or other external sources Sub-Grantee shall assist CSBD in investigating the complaint in a timely manner, and agrees to take appropriate action to resolve the complaint as shall be determined by CSBD.

4.5.4 Hearings regarding grievances in which a finding is made in Sub-Grantee's favor are subject to state and federal approval and Sub-grant Agreement. If the State and/or federal oversight entity does not agree with the finding, whether it is regarding a participant complaint or a questioned or disallowed cost as a result of a monitoring or audit finding, Sub-Grantee shall comply with the State or federal determination and in the event of a questioned or disallowed cost Sub-Grantee shall be liable to CSBD for repayment of the cost which has been questioned or disallowed.

4.6 Communications, Program Names, Signage, Publicity and Publication

4.6.1 Sub-Grantee may not undertake any publicity or publish for public consumption any results or information about its program or the participants without prior review by the CSBD President/ CEO. All radio and television announcements/advertisements and general newspaper articles and advertisements must be coordinated through CSBD's Executive Department, and must indicate that the program is funded by the BWDB, Inc., and the CSBD Council of Elected Officials through funds made available through the State of Florida and the applicable grant

funding stream. This requirement includes all participant forms, announcements, manuals, handbooks and other informational materials produced by Sub-Grantee.

4.6.2 Any public outreach using marketing materials such as but not limited to brochures, flyers, articles, presentations, electronic communiqués, promoting a CSBD funded program must be coordinated with and approved by the CSBD President/CEO or their designee. All media outreach efforts regarding CSBD funded programs must be done in conjunction with and must be coordinated with and approved by the CSBD Vice President of Communications.

4.6.3 Communications, oral or written, between Sub-Grantee and CSBD and/or its governing boards shall be initiated through contact with the CSBD President/CEO prior to making any contact with the members of the CSBD governing boards.

4.6.4 In order to comply with the Steven's Amendment when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing the program funded in whole or in part by this sub-grant, Sub-Grantee shall include: 1) The percentage of the total costs and the dollar amount financed with funds under this Sub-grant and 2) The amount of non-federal contribution to the grant.

4.7 Sub-awards and Sub-contractors

4.7.1 Prohibition Against Assignment and Subcontracting

Sub-Grantee shall not assign, delegate, sub-grant, subcontract or in any way transfer any of its rights or responsibilities or any part of the work or services to be provided for under this Sub-grant Agreement without CSBD's prior written approval.

4.7.2 Subcontracts Must Be in Writing

Services approved for sub-granting or subcontracting shall be specified by a written Sub-grant Agreement and shall be subject to each provision of this Sub-grant Agreement. A copy of the subcontract shall be provided to CSBD upon request.

4.7.3 Subcontracts and Sub-awardee's Subject to Applicable Laws

All subcontracts shall be subject to the federal, state, and local laws and regulations governing the grant funds awarded to Sub-Grantee under this Sub-grant Agreement.

4.7.4 Subcontracts Subject to Procurement Requirements

Selection of subcontractor(s) is subject to the procurement requirements described in this Sub-grant Agreement.

4.7.5 Notice of Actions Involving Subcontractors

The Sub-Grantee shall give CSBD immediate notice in writing of any action or suit filed, or of any claim made against the Sub-Grantee by any subcontractor or vendor which in the opinion of the Sub-Grantee may result in litigation, related in any way to this Sub-grant Agreement or any amendment hereto.

4.8 Notice

4.8.1 Notice to CSBD

All notices required to be given to CSBD under this Sub-grant Agreement shall be sufficient when hand delivered or mailed or delivered by same-day courier, or on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested, or upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS), to CSBD at its office at 2890 W. Cypress Creek Road, Ft. Lauderdale, FL 33309, addressed to the CSBD President/CEO with a copy to be forwarded to the Vice President of Operations.

4.8.2 Notice to Sub-Grantees

All notices required to be given to the Sub-Grantee under this Sub-grant Agreement shall be sufficient when hand delivered or mailed or delivered by same-day courier, or on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested, or upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS), to the Sub-Grantee at its office located as stated on page one (1) of this Sub-grant Agreement.

4.9 Assurances and Certifications

Sub-Grantee understands that CSBD is bound and must comply with the Assurances and Certifications appended hereto as Exhibit D.

4.10 Integration

4.10.1 Exhibits

The parties hereto agree and understand that the words and figures contained in the following list of documents are incorporated by reference, and are as fully a part of this Sub-grant Agreement as if such documents were set forth verbatim and at length herein.

- a. Exhibit A – The OSY Budget
- b. Exhibit B - Individual Nondisclosure Confidentiality Certification
- c. Exhibit C – State Data Sharing Sub-Grant Agreement (Non- Disclosure and Confidentiality Sub-grant Agreement)
- d. Exhibit D – Assurances
- e. Exhibit E - Debarment Form
- f. Exhibit F - Lobbying Form
- g. Exhibit G – Lobbying Certification Form
- h. Exhibit H – Drug Free Workplace Certificate
- i. Exhibit I – Certification Regarding Environmental Tobacco Smoke
- j. Exhibit J - The Request for Proposal and Sub-Grantee’s Request for Proposal Response except as it has been modified by Article 7 the Work Statement including the Work Activity Schedule submitted by Sub-Grantee with their proposal response.
- k. Exhibit K - WIOA, Public Law 105-220 (Aug. 7, 1998), WTP Public Law 104-193 (August 22, 1997), statutes and regulations applicable to the grant funding streams identified in Sub-Grantee’s budget.
- l. Exhibit L - Child Labor Laws, as applicable. Exhibit L - Child Labor Laws (29 USC 203): Employment of Minors Between Fourteen (14) and Sixteen (16) Years of Age (Subpart C), Occupations Particularly Hazardous for the Employment of Minors Between Sixteen (16) and Eighteen (18) Years of Age or Detrimental to Their Health or Well-being (subpart E).
- m. Exhibit M - Immigration and naturalization service regulations for employers and employees **Public Law 107 -124 and 107-125**

4.10.1 Exhibit J is a public record and is in the possession of Sub-Grantee and CSBD, it is not attached to the Sub-grant Agreement and is maintained in the CSBD Offices. Exhibits K, L and M are public laws and are not attached to this Sub-grant Agreement.

4.10.2 A copy of all the above documents, other than the statutes and regulations, which are public documents, will be maintained on file at the CSBD offices. One (1) copy of the executed Sub-grant Agreement and Exhibits will be furnished to the Sub-Grantee by CSBD.

4.11 Vested Powers

All powers not explicitly vested in the Sub-Grantee by this Sub-grant Agreement will remain with CSBD.

4.12 Termination

4.12.1 This Sub-grant Agreement may be terminated as follows:

- a. CSBD or Sub-Grantee may request a termination for convenience upon thirty (30) days prior written notice to Sub-Grantee or such shorter period as may be mutually agreed to by the Sub-Grantee and CSBD. Sub-Grantee will be entitled to receive compensation for services performed in accordance with the conditions set forth herein through the date of termination. However, CSBD shall not be liable for any expenses incurred by the Sub-Grantee after the effective date of termination of the Sub-grant Agreement or any amendment hereto.
- b. CSBD may immediately terminate this Sub-grant Agreement if either the federal government or the State of Florida fails to provide CSBD with the grant(s), under which this Sub-grant Agreement is funded.
- c. CSBD may terminate this Sub-grant Agreement at any time that the CSBD authorized representative, which shall be the President/CEO, determines that:
 - i. Sub-Grantee has failed to provide any of the services Sub-Grantee has contracted to provide; or
 - ii. Sub-Grantee has failed to comply with any of the provisions contained in this Sub-grant Agreement or any amendment hereto; or

- iii. Sub-Grantee fails to perform in whole or in part under this Sub-grant Agreement or fails to make sufficient progress so as to endanger the performance of Sub-Grantee's obligations to provide the contracted for programs or services; or
- iv. Sub-Grantee has failed to comply with the statutes or regulations applicable to the programs/services funded by this Sub-grant Agreement or any amendment hereto; or,
- v. Sub-Grantee has failed to take corrective action as described in Article 4 section 4.12.2, or
- vi. Sub-Grantee has taken an action, which in the opinion of the CSBD President/CEO, the CSBD monitors, auditors, the State, the BWDB, or the CSBD Council of Elected Officials, jeopardizes the program or the funds made available under this Sub-grant Agreement.
- vii. Sub-Grantee has employed illegal aliens in violation of the Immigration and Nationality Act, 8 U.S.C. 1324(a).

4.12.2 Suspension and Termination

If CSBD elects to terminate this Sub-grant Agreement under the provisions set forth in Article 4, Section 4.12.1, above, CSBD may immediately suspend the Sub-grant Agreement and refuse any payments due the Sub-Grantee. The Sub-Grantee shall be notified in writing of CSBD's suspension and of CSBD's termination of the Sub-grant Agreement. If CSBD allows the Sub-Grantee a period of resolution to correct the problem, then Sub-Grantee shall have ten (10) working days in which to respond in writing with a corrective plan. Failure to respond with a corrective plan acceptable to CSBD shall result in a termination notice to Sub-Grantee effective from the time of the original suspension.

4.12.3 Suspension of Payments

CSBD may immediately suspend payment to Sub-Grantee at any time that the CSBD President/CEO has sufficient cause to seek termination of this Sub-grant Agreement as described in Article 4, Section 4.12. If CSBD grants the Sub-Grantee the opportunity to correct the problem, then suspension of payments shall remain in effect until CSBD determines the problem has been resolved and the program continues, or until CSBD terminates the program, at which time no payments would be made after the date of the original suspension.

4.12.4 Payments Due Sub-Grantee in the Event of a Termination

In the event of a termination, the Sub-Grantee shall be paid for services rendered up to the date of termination as described above, however, from the amount due there shall be deducted:

- a. All advances or other payments on account made to the Sub-Grantee which are applicable to the terminated portion of this Sub-grant Agreement; and
- b. Any credits, discounts or overpayments as described in Article 3 above; and
- c. Any claim which CSBD may have against the Sub-Grantee in connection with this contract or any other prior Sub-grant Agreement; and
- d. The agreed-for-price for, or the proceeds of the sale of, any materials, supplies or other things acquired by the Sub-Grantee or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to CSBD; and
- e. Any outstanding questioned or disallowed costs attributable to the Sub-Grantee arising out of an investigation, monitoring report or audit of this Sub-grant Agreement or any other Sub-grant Agreement Sub-Grantee had with CSBD; and
- f. Any unallowable costs; and
- g. If a termination under this Sub-grant Agreement is partial, prior to the settlement of the terminated portion of this Sub-grant Agreement, the Sub-Grantee may file a request in writing with CSBD for an equitable adjustment of the price or prices specified in the Sub-grant Agreement relating to the continued portion of the contract.

4.12.5 Sub-Grantee Liability

In the event of a termination for cause, Sub-Grantee shall be liable to CSBD for damages sustained by CSBD by virtue of any breach of the Sub-grant Agreement by the Sub-Grantee including court costs and reasonable attorney's fees.

4.13 Maintenance of Effort

4.13.1 Sub-Grantee Assurance Labor Conditions

To assure maintenance of effort the program funded by this Sub-grant Agreement:

- a. Shall result in an increase in workforce opportunities over those, which would otherwise be available.
- b. Shall not result in the displacement of currently employed workers by either a participant or an individual employed to carry out the obligations under this Sub-grant Agreement, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.
- c. Shall not impair current contracts for services or collective bargaining Sub-grant Agreements or result in the substitution of federal funds made available by this Sub-grant Agreement to subsidize work that would otherwise be performed by the Sub-Grantee.
- d. Shall not create a job in a promotional line for either a participant or an individual employed to carry out the obligations under this Sub-grant Agreement, which will infringe in any way upon the promotional opportunities of a currently employed individual.
- e. When Sub-Grantee anticipates a situation, such as that described in Article 4, Section 4.13 above, Sub-Grantee shall immediately notify CSBD and await instruction prior to expending any funds as contracted for in connection with the operation of its program.

4.13.2 Participant Placement

No participant shall be employed or job opening filled with an individual whose salary is funded by this Sub-grant Agreement:

- a. When any other individual is on lay-off from the same or any substantially equivalent job; or
- b. When the employer/Sub-Grantee has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant or employee whose wages are subsidized by federal grant funds or paid for with federal grant funds.

4.13.3 Relocation

Sub-Grantee shall not use any of the funds under this Sub-grant Agreement to encourage, or induce the relocation of an establishment. Sub-Grantee shall not enter into any Sub-grant Agreement or relationship with a relocated establishment for the conduct of customized or skill training, on the job training, or company specific assessments of job applicants for a period of one hundred and twenty (120) days after the establishment has opened its doors for business with the general public. Establishments include successors in interest. Violations of this section shall result in double damages to be repaid to CSBD.

4.14 Nepotism

4.14.1 Prohibition in Employment

Sub-Grantee may not hire a person in an administrative capacity, staff position, or on-the-job training position funded through a federal grant if a member of that person's immediate family is employed in an administrative capacity for CSBD or the Sub-Grantee. Sub-Grantee shall make full disclosure regarding any procurements which are not arm's length including small business purchases, and may not enter into any Sub-grant Agreements or make purchases without CSBD's approval where a conflict of interest, or the appearance of a conflict of interest exists or the purchase is not arm's length and involves a family member as described herein, or a business partner or related company.

4.14.2 Applicability of Stricter Standards

Where the Sub-Grantee's nepotism guidelines or state or local guidelines are more stringent than the above requirement, those guidelines shall be followed instead.

4.14.3 Individual Recommendations

No individual whose salary is funded in whole or in part under this Sub-grant Agreement, or who is responsible for carrying out the obligations under this Sub-grant Agreement shall appoint, employ, advance, or advocate for the appointment, employment, promotion, or advancement, a member of that individual's immediate family, to a position with the Sub-Grantee's organization.

4.14.4 Procurement of Goods and Services

Neither Sub-Grantee nor any individual whose salary is funded in whole or in part under this Sub-grant Agreement, or who is responsible for carrying out the obligations under this Sub-grant Agreement for the Sub-Grantee, shall enter into a contract, and/or purchase goods, and/or services with funds made available under this Sub-grant Agreement from:

- a. A member of that individual's immediate family.
- b. A member of Sub-Grantee's staff or their immediate family or
- c. From a Consultant or Subcontractor unless the item was separately procured and CSBD approved the purchase after full disclosure, or
- d. From a related company or affiliate of any of the individuals or entities identified herein.

4.14.5 Definition of Immediate Family Member

Immediate family member for purposes of this section shall mean a wife, husband, son, daughter, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, mother, father, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, grandchild, half-brother, half-sister and first cousin.

4.15 Application of the Davis Bacon Act to Programs Operated Under this Sub-grant Agreement

4.15.1 Davis Bacon Wages

Sub-Grantee agrees to apply Davis Bacon wage rates to projects funded under this Sub-grant Agreement which involve construction, alteration or repair including painting and decorating of buildings, projects, and works which are not ordinarily done by Sub-Grantee's regular work force.

4.15.2 Copeland Anti-Kickback Act

Sub-Grantee shall comply with the requirements of the Copeland Anti-Kickback Act 40 U.S.C. § 276c (1995)/18 U.S.C. 874 and the regulations promulgated thereunder 29 CFR § 3 (1995)/29 CFR § 5 (1995).

4.16 Prohibition Against Unallowable and Criminal Activities

4.16.1 Unallowable, Fraudulent and Criminal Activities

- a. Sub-Grantee shall not enroll ineligible individuals, embezzle, willfully misapply, steal or obtain by fraud any moneys, funds, assets or property which are the subject of this Sub-grant Agreement or amendments hereto. If Sub-Grantee violates this provision, Sub-Grantee shall be required to refund all monies and shall be subject to the sanctions of the applicable grant legislation and to the criminal provisions of Title 18 of the United States Code Section 665. The Sub-Grantee shall also be subject to the immediate suspension of payments by CSBD under this Sub-grant Agreement and amendments hereto and immediate termination by CSBD of this Sub-grant Agreement and any amendments hereto.
- b. Sub-Grantee shall comply with 2 CFR 200.113 and promptly make a written disclosure to CSBD whenever it has “credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations” or a violation of the civil False Claims Act.

4.16.2 Reporting of Waste, Fraud and Abuse

Sub-Grantee may not require employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting their employees or contractors from reporting such waste, fraud, or abuse. P.L. 115-141, Division E, Title VII, Section 743.

4.16.3 Prohibition Against Solicitations and Gratuities

Sub-Grantee agrees and understands that no officer or employee of the Sub-Grantee shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential sub-contractor or employer or from any staff person or elected official connected with CSBD.

4.16.4 Prohibition on Contracting with Corporations with Felony Criminal Convictions

Sub-Grantee certifies that neither they nor any of their officers or directors have been convicted of a felony criminal violation under any Federal law within the preceding 24 months and agrees that they will not knowingly enter into a contract, memorandum of understanding, or cooperative

agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months. P.L. 115-141, Division E, Title VII, Section 746.

4.16.5 Prohibition on Contracting with Corporations with Unpaid Tax Liability

Sub-Grantee certifies that they have no unpaid Federal tax liability and that they will not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability. P.L. 115-141, Division E, Title VII, Section 745.

4.16.6 Prohibition Against the Payment of Fees

Sub-Grantee agrees and understands that no funds provided for by this Sub-grant Agreement or amendments hereto shall be used for the payment of a fee charged to an individual for the placement or referral of that individual to a training program funded under WIOA.

4.16.7 Requirement for Blocking Pornography Pursuant to P.L. 115-141, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

4.16.8 Prohibition Against Lobbying

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto for lobbying federal, state, or local legislators in accordance with the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352

4.16.9 Prohibition on Providing Federal Funds to ACORN

Sub-Grantee may not provide sub-grant funds to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors. P.L. 115-141, Division H, Title V, Section 522.

4.16.10 Prohibition on Trafficking in Persons

During the time this sub-grant is in effect Subrecipient and subrecipients' employees may not (A) Engage in trafficking in persons (B) Procure a commercial sex act or (C) Use forced labor in the performance of this

subaward under the award and shall be in compliance with 22 U.S.C. 7102 et seq.

4.17 Child Labor Laws and the Pro Children Act

- a. Sub-Grantee shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Sub-grant Agreement or amendments hereto.
- b. Sub-Grantee agrees to comply with the Pro-Children Act 20 U.S.C. 6083.
- c. Prohibition on Procuring Goods Obtained Through Child Labor

Sub-Grantee agrees not to expend funds for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 18, 2015. DOL listed at: <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>. P.L. 115-141, Division H, Title I, Section 103.

4.18 Collective Bargaining Sub-Grant Agreements

4.18.1 Application of Collective Bargaining Sub-Grant Agreements

Sub-Grantee agrees and understands that it must comply with and shall not violate the terms and conditions of any collective bargaining Sub-grant Agreement in effect during the course of this Sub-Grant Agreement.

4.18.2 Activities Inconsistent with Collective Bargaining Sub-Grant Agreements

If the program funded under this Sub-grant Agreement would be inconsistent with the terms of a collective bargaining agreement, then Sub-Grantee shall seek the written concurrence of both the labor organization and the employer concerned prior to operating such programs. Failure to receive a response to a written request may be deemed concurrence.

4.19 Unions

4.19.1 Use of Funds

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto to assist, promote, or deter union organizing.

4.19.2 Placement During a Work Stoppage

No participant may be placed into, or remain working in any position which is affected by labor disputes involving a work stoppage. Sub-Grantee shall make every effort to relocate participants who wish to remain working, into suitable positions unaffected by the work stoppage.

4.19.3 Union Membership

Sub-Grantee shall not require any participant in a position funded by this Sub-grant Agreement to join a union in order to receive institutional training unless the participant is subject to a collective bargaining Sub-grant Agreement containing a union security provision.

4.20 Working Conditions

4.20.1 Appropriate Conditions

Sub-Grantee agrees that conditions of employment and/or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participants.

4.20.2 Hazardous and Dangerous Conditions

Sub-Grantee shall not place participants at work or training sites which are or could reasonably be expected to be hazardous, dangerous, unsafe or unsanitary. Participants assigned to work in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.

4.20.3 Benefits and Working Conditions

Participants shall be accorded the same benefits and working conditions accorded other employees working a similar length of time and doing similar types of work.

4.20.4 Health and Safety Standards

Health and Safety Standards established by state and federal laws applicable to working conditions of employees shall be equally applicable to participants. At a minimum contractor shall comply with the Work Hours and Safety Standards Act, 40 U.S.C. 327 et al and 29 CFR part 5.

4.20.5 Fair Labor Standards

Sub-Grantee shall adhere to the Fair Labor Standards Act with respect to hours of work and working conditions as appropriate and to the Fair Labor Standards Act Amendment for Major Disasters. P.L. 115-141, Division H, Title I, Section 109

4.20.6 Contributions to Retirement Systems

No funds available under this Sub-grant Agreement may be used for contributions on behalf of any participant to a retirement system or plan.

4.21 Program Income

4.21.1 Program Income Must be Returned to CSBD

All income as defined in Article 2, Section 2.50, realized in operating a program provided for under this Sub-grant Agreement or any amendment hereto shall be reported to and returned to CSBD at the end of each quarter during which the income was realized and, in any event, shall be reported and returned to CSBD upon termination of this Sub-grant Agreement. Program income does not include income from royalties and license fees for copyrighted material, patent, patent applications, trademarks, and inventions.

4.21.2 Audits Must Contain a Program Income Schedule

Sub-Grantee agrees to include in their audits a schedule prepared by their auditor detailing program income realized under this contract.

4.21.3 Continuation of Program Income Revenues

Rental income and user fees on real and personal property acquired with contract funds shall continue to be program income upon termination of this Sub-grant Agreement. Sub-Grantee shall make provision for accounting for such funds and returning the income to CSBD.

4.21.4 Sub-Grantee Use of Program Income

In the event that Sub-Grantee wishes to use program income to further or enhance activities funded by this Sub-grant Agreement Sub-Grantee may request such permission in writing from the CSBD President/CEO who shall consider such request and reply in writing either approving or denying the request. There shall be no appeal of the President/CEO's decision. Program income may only be used for allowable activities and costs. In the event that the use of program income is approved it shall

be added to contractor's budget in accordance with the amendment provisions under this Sub-grant Agreement.

4.22 Insurance and Bonding

4.22.1 Sub-Grantee agrees to maintain the insurance required by this Sub-Grant Agreement in full force and effect throughout the term of this Sub-Grant Agreement and during any renewal or extension term of the Sub-Grant Agreement. The insurance shall be of such types and in accordance with the terms and limits noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Sub-Grantee.

4.22.2 Sub-Grantee will provide CSBD Certificates of Insurance, evidencing the required coverage prior to Sub-Grant Agreement start including all endorsements required herein and shall keep such certificates current during the entire term of this Sub-Grant Agreement. If Sub-Grantee fails to maintain insurance as specified in this Sub-Grant Agreement, CSBD may terminate this Sub-Grant Agreement upon seven (7) days' written notice. The certificates of insurance shall:

- a. Provide that the Insurance shall not be changed, canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to CSBD. If a thirty (30) day notice of cancellation endorsement is not received, the cancellation clause must include language as follows:

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED.

- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- c. If the Sub-Grant Agreement term goes beyond the expiration date of the insurance policy, Sub-Grantee shall provide CSBD with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. CSBD reserves the right to suspend the Sub-Grant Agreement until this requirement is met.

4.22.3 Any costs for adding CSBD as an additional insured may be reimbursed by CSBD and shall be included in the Sub-Grantee's budget

- 4.22.4 The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Sub-Grant Agreement date or prior.
- a. The certificate shall contain the title of the insurance contract and contract number.
 - b. The Certificate Holder should read as follows: CareerSource Broward, 2890 W Cypress Creek Road, Fort Lauderdale, FL 33309
- 4.22.5 The Sub-Grantee's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Sub-Grantee shall not be interpreted as limiting the Sub-Grantee's liability and obligations under this Sub-Grant Agreement. The policy or policies of insurance required by this Sub-Grant Agreement must be issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by CSBD. Coverage will be on the most current form of the relevant policy. The policy or policies of insurance maintained by the Sub-Grantee shall provide the minimum limits and coverage as applicable to this project as set forth herein.
- 4.22.6 Deductible of Self Insurance Retention
- a. Sub-Grantee has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
 - b. All insurance policies required by this Sub-Grant Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000, which deductible shall be subject to approval by CSBD. Sub-Grantee shall be solely responsible for reimbursement of any deductible to the insurer
- 4.22.7 If the Sub-Grantee's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Sub-Grant Agreement, the Sub-Grantee may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

- 4.22.8 Any exclusion or provision in the insurance maintained by the Sub-Grantee that excludes coverage for work contemplated in this Sub-Grant Agreement shall be unacceptable and shall be considered breach of contract.
- 4.22.9 Sub-Grantee shall provide notice of any and all claims, accidents, and any other occurrences associated with this Sub-Grant Agreement to Sub-Grantee's insurance company and to the CSBD VP of Operations and the CSBD VP of Human Resources as soon as practical.
- 4.22.10 It is the Sub-Grantee's responsibility to ensure that any and all of Sub-Grantee's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Sub-Grantee.
- 4.22.11 CSBD shall retain the right at any time to review the coverage, form and amount of the insurance required hereby (as described above). If, in the opinion of CSBD, the insurance provisions in this Sub-Grant Agreement do not provide adequate protection for CSBD, CSBD may, by providing Sub-Grantee at least sixty (60) days written notice, require Sub-Grantee to obtain insurance sufficient in coverage, form and amount to provide adequate protection. CSBD requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks which actually exist at the time a change in insurance is required. In event CSBD should change its insurance requirements as provided in this paragraph and Sub-Grantee shall secure different or additional insurance, the additional cost directly associated with meeting CSBD's new insurance requirements, if any, shall be charged to and paid by CSBD.
- 4.22.12 The Sub-Grantee shall maintain during the term of this Sub-Grant Agreement, the insurance and bonding specified below. This is in addition to the theft coverage required in Article 3.

a. Third Party Liability

COMMERCIAL/THIRD PARTY GENERAL LIABILITY insurance shall be maintained for the life of the contract. This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly or indirectly from the performance of the Sub-Grant Agreement. It must be an occurrence form policy. CSBD and its governing boards, the CSBD Council of Elected Officials and the Broward Workforce Development Board, Inc., their

officers, directors, agents, servants, employees and volunteers shall be covered and named as an additional insured on the certificate for commercial general liability insurance with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Sub-Grantee. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for Bodily Injury Liability, Property Damage Liability and Personal injury. The policy must include coverage for Contractual Liability and Independent Sub-Grantees. The coverage shall contain no special limitation on the scope of protection afforded to CSBD, or the CSBD governing boards or their officers, directors, employees, and volunteers.

b. Fidelity Bond

Coverage in an amount not less than \$1,000,000 per loss for dishonest acts of the Sub-Grantee's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Sub-Grantee shall secure insurance through a surety bond to provide coverage for an amount equal to three months of the payroll, fee and cost of benefits awarded under this contract.

In the event that Sub-Grantee has several contracts with CSBD, the insurance policy shall cover an amount equal to three months of total costs across all contracts to include the payroll for the period, taxes and insurance, Sub-Grantee's fee and cost of benefits awarded. The policy shall name CSBD, the CSBD governing boards, the CSBD officers, directors and those employees in positions allowing for access to or control of funds to be paid to Sub-Grantee under this Sub-Grant Agreement. The Sub-Grantee agrees to reimburse CSBD for any loss incurred by CSBD under this Sub-Grant Agreement. Sub-Grantee shall be liable for any sums not covered and/or paid by their insurer.

c. Workers Compensation.

Coverage must be afforded per Federal and State of Florida, Chapter 440, Florida Statutes with minimum statutory limits or elective exemptions as defined in Section 440, Florida Statutes. Any person or entity performing work for or on behalf of CSBD must provide

Workers' Compensation insurance. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against CSBD and the CSBD governing boards, their officers, directors, employees, and volunteers for all losses or damages. The Workers Compensation Policy must include Employers' Liability with minimum limits of \$100,000 for each accident. CSBD requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from others or equivalent.

Participants on a work experience assignment subsidized with WIOA funds under this Sub-grant Agreement are covered for work related injuries by the State of Florida and in the event of an injury Sub-Grantee shall coordinate with the CSBD VP of Human Resources to coordinate coverage.

d. Non-Owner Coverage

Business Automobile Liability insurance for all Owned, Hired, Scheduled, and Non-Owned vehicles coverage for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. CSBD, the CSBD governing boards, their officers, directors, employees, and volunteers shall be named as additional insureds on the certificate of insurance. If Sub-Grantee does not own vehicles, Sub-Grantee shall have the option to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of an endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy. The insurance must be an occurrence form policy.

Directors and Officers, Employment Practice Liability and Errors and Omission Coverage

Non-governmental Sub-Grantees shall maintain Directors and Officers Liability Insurance, which shall include Employment Practice Liability and Errors and Omission Coverage. Errors and Omission Coverage may not be paid for with WIOA funds, Coverage shall be in the amount of at least one million dollars (\$1,000,000.00) and shall name CSBD Employment Solutions as an additional insured as required herein.

4.23 Independent Sub-Grantee

The Sub-Grantee understands and agrees that it is an independent contractor and no provision of this Sub-grant Agreement shall be construed as creating an agency or employment relationship between CSBD and Sub-Grantee or Sub-Grantee's employees.

4.24 Indemnification Applicable to State Agencies and Governmental Entities

If Sub-Grantee is a state agency as defined in Chapter 768.28, Florida Statutes, Sub-Grantee agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Sub-Grantee as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Sub-grant Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Sub-grant Agreement. To the extent considered necessary by CSBD any sums due Sub-Grantee under this Sub-grant Agreement may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Sub-grant Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

4.25 Conflict of Interest

4.25.1 Sub-Grant Agreement warrants that they did not solicit, pay, or offer some other form of consideration to any BWDB or CSBD Council Member, CSBD staff person, or other elected official or public officer in order to obtain this contract award.

4.25.2 Sub-Grantee assures that it is in compliance with the WIOA and other federal and state applicable conflict of interest restrictions.

4.25.3 Sub-Grantee agrees to abide by CSBD's Code of Conduct or with its own organizational Code of Conduct so long as it meets the minimum standard set forth in 2 CFR 200.

4.25.4 Neither Sub-Grantee nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Sub-Grantee's loyal and conscientious exercise of judgment related to performance under this Sub-Grant Agreement.

4.25.5 Sub-Grantee agrees that none of its officers or employees shall during the term of this Sub-Grant Agreement serve as an expert witness

against CSBD, the CSBD Council of Elected Officials, or the BWDB, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CSBD or the BWDB or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

4.25.6 In the event Sub-Grantee is given written authorization from CSBD to utilize subcontractors to perform any services required by this Sub-Grant Agreement Sub-Grantee agrees to prohibit such subcontractors by written contract, from having any conflicts as within the meaning of this section.

4.26 Applicability of Governing Laws

This Sub-Grant Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation arising out of or concerning this Sub-Grant Agreement shall be in Broward County, Florida.

In addition to other indemnification and assumption of liability agreed to herein, Sub-Grantee shall be responsible for the cost of legal defense awards, damages, penalties and/or fines for claims brought against Sub-Grantee and also naming CSBD for acts of commission and/or omissions on the part of the Sub-Grantee in relation to employees, consultants, agents or persons providing goods and/or services under this Sub-grant Agreement. Sub-Grantee may secure Directors and Officers Liability Insurance for coverage of such contingencies. Costs attributable to such coverage may be paid for with funds provided under this Sub-grant Agreement so long as it they are budgeted for within the line items of the budget attached as Exhibit A.

4.27 Sub-Grant Agreements in Excess of \$100,000.00

To the extent this contract is funded in excess of one hundred thousand dollars (\$100,000.00) of federal grant funds Sub-Grantee shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

4.28 Representation Regarding Quality

- 4.28.1 Sub-Grantee represents that all person delivering the services required by this Sub-grant Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof to adequately and competently perform the duties, obligations, and services set forth in this Sub-grant Agreement and to provide and perform such services to CSBD's satisfaction for the agreed compensation.
- 4.28.2 Sub-Grantee shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of services under this Sub-grant Agreement.
- 4.28.3 Sub-Grantee shall perform its duties, obligations, and services under this Sub-grant Agreement in a skillful, respectable and cost-conscious manner. The quality of Sub-Grantee's performance and all interim and final product(s) provided to or on behalf of CSBD shall be comparable to the best local, state and national services.

4.29 Transportation Requirement

If participants are to be transported and Sub-Grantee is receiving WTP funds Sub-Grantee shall comply with the provisions of F.S. 427 and Rule Chapter 41-2 FAC.

4.30 Health Insurance Requirements

- 4.30.1 Except for exemptions identified in the statute or regulations federal funds may not be used to enter into or renew a contract for health insurance coverage which includes a provision for drug coverage unless the contract includes a provision for contraceptive coverage. P.L. 115-141, Division E, Title VII, Section 726.
- 4.30.2 Health coverage must comply with the restriction on abortions Pursuant to P.L. 115-141, Division H, Title V, Sections 506 and 507.

4.31 E-Verify

- 4.31.1 Sub-Grantee agrees to comply with Florida Statutes 448.095 and shall:
 - a. Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,
 - b. Not employ, contract with, or subcontract with an unauthorized alien

- c. Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.

4.32 Prohibition on certain telecommuting and video surveillance services or equipment 2 CFR 200.216

4.32.1 Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.”

4.32.2 In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies

administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

4.33 Statutory and national policy requirements 2 CFR 200.300

The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

4.34 Executive Compensation

The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41U.S.C.4712, and 10 U.S.C. 324, 41 U.S.C. 4304 and 4310.

4.35 To the extent applicable Sub-Grantee shall comply with 2 CFR 200.322 Domestic preferences for procurement.

4.36 To the extent applicable Sub-Grantee shall comply with 2 CFR 200.323 Procurement of recovered materials.

END OF ARTICLE 4

ARTICLE 5

PROGRAM REQUIREMENTS

5.1 Monitoring

5.1.1 Sub-Grantee's Responsibility

Sub-Grantee shall develop a monitoring protocol for the programs being provided under this Sub-Grant Agreement as well for their fiscal operations and shall provide for the self-monitoring of their programs in accordance with Article 7.

5.2 Access to Records

5.2.1 Availability of Records

- a. At any time during the term of this Sub-Grant Agreement, or at any time during the record retention period following termination of this Sub-Grant Agreement, Sub-Grantee shall make all contracts, invoices, payroll records, personnel files, and any and all other records relating to the program, funded by this Sub-Grant Agreement, available and shall permit the Secretary of Labor, Comptroller General, the Governor, CSBD or their designated representatives to conduct on site or virtual evaluations, audits, investigations, and monitor program performance to ensure compliance with the terms of the Sub-Grant Agreement and amendments hereto.
- b. Sub-Grantee shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Sub-Grantee pertaining to any program funded by this Sub-Grant Agreement or amendment hereto, available to CSBD in Broward County, to the Comptroller General of the United States, the federal government and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost.
- c. Sub-Grantee shall assure that program and fiscal records are available to the monitors at the time of the start of all monitoring visits. CSBD shall provide Sub-Grantee with a schedule of monitoring visits.

5.2.2 Freedom of Information

Records maintained in support of the program funded by this Sub-Grant Agreement are not subject to the Freedom of Information Act (5 U.S.C. 552).

5.3 Record Retention

5.3.1 Five Year Retention Requirement

Sub-Grantee shall keep copies of all records, accounts, and documents pertaining to the operation of this Sub-Grant Agreement or any amendment hereto for not less than five (5) years following the expiration of this Sub-Grant Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Sub-Grant Agreement or amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

5.3.2 Title to Records Vests with CSBD

Sub-Grantee understands and agrees that the records it maintains for programs funded by this Sub-Grant Agreement are CSBD's property and are maintained for the benefit of CSBD. Therefore, Sub-Grantee shall not dispose of any records without the prior written consent of CSBD and in the event of a termination of the Sub-Grant Agreement shall either return all records to CSBD or shall maintain the records in accordance with the terms and conditions of this Sub-Grant Agreement and in a manner which will make them accessible through the record retention period.

5.3.3 Property Records

Sub-Grantee shall maintain all records pertaining to any property purchased with funds under this Sub-Grant Agreement for five (5) years following final disposition of that property. For purposes of this section, final disposition shall include a return of the property to CSBD. Any property returned to CSBD must be accompanied by all original records or certified copies thereof pertaining to the property.

5.3.4 Retention Period Commencement

The retention date of records shall commence with the termination of this Sub-Grant Agreement or any amendment hereto.

5.3.5 Production of Reports and Records

Sub-Grantee understands and agrees that when requested, Sub-Grantee shall complete and furnish to CSBD all forms, reports, documents, and program/fiscal records, within ten (10) days of said request unless other timeframes are required under this Sub-Grant Agreement. Failure to comply with this provision will result in CSBD's withholding the Sub-Grantee's reimbursement until such time that the Sub-Grantee complies with CSBD's request.

5.4 PELL Grants and Other Financial Aid

5.4.1 Application for PELL

Sub-Grantee shall assist all CSBD participants, referred or approved to receive tuition assistance for training, with the application process for PELL Grants, or other federal, state, or local financial assistance as appropriate.

5.4.2 Coordination of PELL, Other Awards and WIOA

If Sub-Grantee is a Title IV eligible educational institution under the Higher Education Act, or is referring participants to training with such institutions, the institution's financial aid officer, or contractor, as appropriate, shall inform CSBD and or their contractor of the amounts and disposition of HEA Title IV awards and all other financial aid afforded to participants enrolled with the Title IV eligible educational institution within fifteen (15) days of the financial award. If tuition is included in the contract budget, the budget shall be subject to amendment in order to de-obligate or reprogram funds set aside for tuition and not used in order to avoid duplicate payments.

5.5 Enforcement of Sub-Grant Agreement Terms

The failure of CSBD to strictly enforce any of the provisions of this Sub-Grant Agreement, or to require strict performance by the Sub-Grantee of any of the provisions herein, shall in no way be construed to be a waiver of such provisions or any other provision contained herein nor shall it in any way affect the validity of this Sub-Grant Agreement or any part hereof, or waive the right of CSBD to enforce each and every provision herein. The Sub-Grantee is responsible for fulfilling all terms and conditions of this Sub-Grant Agreement. While CSBD may monitor the Sub-Grantee's performance under this Sub-Grant Agreement, the Sub-Grantee remains solely responsible for its performance. CSBD's monitoring of the Sub-Grant Agreement shall not constitute a notice, acceptance waiver or modification of any term or condition. Terms and conditions may only be modified by written contract amendment as specified herein.

5.6 Audit

5.6.1 Governmental, Public and Private-Not-For-Profit Entities Requirement to Audit

- a. Sub-Grantee shall provide for the conduct of an external audit of the program funded by this Sub-Grant Agreement and any amendments hereto if total aggregate expenditures of federal funds received from any source total one million dollars (\$1,000,000.00) or more in any fiscal year. The audit shall be conducted in accordance with the provisions of the Federal Single Audit Act of 1996, as amended and in compliance with State of Florida requirements, and 2 CFR 200 Part F. In determining the federal awards expended in its fiscal year, Sub-Grantee shall consider all sources of federal awards. The determination of amounts of federal awards expended should be in accordance with 2 CFR 200 Part F.
- b. Audits shall cover the entire recipient organization for the organization's fiscal year. Compliance findings related to contracts with CSBD shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met if a match was required. All questioned costs and liabilities shall be fully disclosed in the audit report and if related to an award from CSBD to Sub-grantee shall reference the CSBD contract involved.

5.6.2 Commercial Entities Requirement to Audit

Commercial organizations receiving in excess of one million dollars (\$1,000,000.00) a year of federal grant funds, whether from CSBD or other funding sources, shall conduct a program specific independent financial and compliance audit in accordance with GAAS, or an organization wide audit conducted in accordance with 2 CFR 200 Part F that includes the federal funds received and the program conducted, within its scope. Reference 20 C.F.R. Part 667.200 (b)(2)(ii) and 45 C.F.R., Part 74.26 as they apply to WIOA and WTP funds.

5.6.3 Reimbursement for Audit Expense

Sub-Grantee agrees that although funds might be allocated in their budgets for audit expense, they will not seek reimbursement from CSBD for the costs of any audit in whole or in part, for any fiscal year in which their expenditure of federal funds regardless of the source of receipt of those federal funds does not equal or exceed one million dollars (\$1,000,000.00).

5.6.4 Period of Performance

- a. Audits must be conducted, completed, and submitted within thirty (30) days of the receipt of the Audit Report following termination of this Sub-Grant Agreement or within nine (9) months after the end of the audit period which ever comes sooner.
- b. Failure to submit an Audit Report, as required, may result in the withholding of payments due Sub-Grantee under this or any other Sub-Grant Agreement in place with CSBD.

5.6.5 Identification of Program Income

Audit Reports shall include a schedule identifying program income as defined herein.

5.6.6 Disallowed and Questioned Costs

- a. Sub-Grantee shall be liable to CSBD for any disallowed or questioned costs that Sub-Grantee or CSBD incurs as a result of Sub-Grantee expending funds in violation of this Sub-Grant Agreement or in violation of federal, state or local statutes, regulations, rules, policies, or procedures.
- b. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to CSBD by Sub-Grantee within thirty (30) days of the issuance of the report.

5.6.7 Audit Resolution Procedures

Sub-Grantee agrees to be subject to the monitoring, review and audit resolution procedures established by CSBD, the State of Florida or the applicable federal agency and to cooperate with CSBD in the event that resolution cannot be achieved at CSBD's level.

5.6.8 Deduction from Monies Due Sub-Grantee

If this or any other Sub-Grant Agreement is in effect at the time of the identification of a questioned or disallowed cost, or a credit that is due CSBD, CSBD may deduct the amount disallowed/questioned from any reimbursements or payments due Sub-Grantee.

5.6.9 Failure to Discover

CSBD's failure to either promptly discover or demand prompt payment for questioned or disallowed costs will not relieve Sub-Grantee from their obligation to repay the disallowance or questioned cost at the time of identification or demand.

5.6.10 Stand-In Costs

Sub-Grantee may with the written approval of CSBD and the State of Florida, substitute allowable uncharged costs or in-kind contributions, made from non-federal sources to support the program funded by this Sub-Grant Agreement, to stand in for a disallowed or questioned cost. Such contributions or in-kind payments must have been documented in Sub-Grantee's budget attached to this Sub-Grant Agreement and/or books of account as may be required by the federal rules. The expenditure must be supported by the Sub-Grantee's independent Audit Report. The uncharged costs must have been incurred in the same program year as the costs, which they are proposed to replace.

5.6.11 Expiration of the Sub-Grant Agreement

The expiration of the contract shall not affect CSBD's, the State's, or any applicable federal agency's right to audit, disallow, or question a cost, or Sub-Grantee's obligation to repay the cost.

5.6.12 Audit Requirements Upon Dissolution of Sub-Grantee's Organization or Termination of Sub-Grant Agreement

- a. In the event of the voluntary or involuntary dissolution of Sub-Grantee's organization Sub-Grantee shall inform CSBD, within twenty-four (24) hours of Sub-Grantee's knowledge of its intent to dissolve or of the involuntary dissolution of their organization, and prior to actual dissolution, agrees to allow CSBD to arrange for an immediate audit of Sub-Grantee's organization. CSBD may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Sub-Grant Agreement and any amendments hereto so that an immediate audit may be performed.
- b. Notice required by this section shall be in writing and in accordance with the Notice provisions contained herein.
- c. If Sub-Grantee is requested to provide CSBD with their records or elects to provide CSBD with all its records pertaining to this Sub-Grant Agreement or any amendments hereto they shall be delivered to the

CSBD Vice President of Finance who is the designated custodian of the records for purposes of compliance with this section.

- d. Upon termination of this Sub-Grant Agreement for any reason Sub-Grantee agrees to allow CSBD to arrange for an immediate audit of Sub-Grantee's organization and/or the program/fiscal records, as appropriate. The audit may be organization wide or program specific in accordance with the requirements of the Office of Management and Budget and/or the State of Florida.

5.7 Amendments

5.7.1 Requests for Amendments

If either Sub-Grantee or CSBD wishes to modify, change, or amend this Sub-Grant Agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Sub-Grant Agreement. No such change shall be effective until approved by CSBD and/or the Sub-Grantee and a formal amendment to this Sub-Grant Agreement is executed by both parties.

- a. Sub-Grantee shall not be permitted to increase staff salaries not already provided for in the budgets attached hereto as Exhibits A and B, add new lines items or make other adjustments to the budget without a prior written contract modification request to CSBD.
- b. Sub-Grantee shall not make expenditures or otherwise encumber funds prior to execution of a formal amendment.
- c. Where modification requests include changes to the budget CSBD shall evaluate the cost reasonableness of the request and if appropriate justification is provided by Sub-Grantee a written amendment shall be executed.

5.7.2 Time for Requesting Amendments

Sub-Grantee may request an amendment to their Sub-Grant Agreement one (1) time per program year quarter. The deadline for the last request shall be May 15th for each year this Sub-Grant Agreement is in effect.

5.7.3 CSBD's Unilateral Rights to Amend

Sub-Grantee understands and agrees that CSBD may unilaterally amend this Sub-Grant Agreement to conform to changes in any federal or state

statute, regulation, or policy which is applicable to the program funded by this Sub-Grant Agreement or any amendment hereto.

5.7.4 Amendments for Local Conditions

Sub-Grantee understands and agrees that CSBD may amend this Sub-Grant Agreement as regards reduction in training slots and/or a redirection of training areas affecting and reducing total funds available to Sub-Grantee, as a result of economic conditions and/or employment trends within Broward County's labor market.

5.8 Copyrights, Patents, Rights in Data

5.8.1 Non-Exclusive Use and License

- a. Sub-Grantee agrees that CSBD, the State, and the federal government shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use a copyright or patent or rights in data in any copyright, patent, work, or invention developed in whole or in part with contract funds or which Sub-Grantee purchases with contract funds.
- b. CSBD may utilize products as described in paragraphs "a" above in conjunction with fee for service activities developed or operated by CSBD.
- c. Sub-Grantee agrees to comply with this section regardless of whether or not a copyright or patent has been secured or applied for in connection with the materials, products, rights in data, intellectual property or other similar materials or part thereof developed in whole or in part with funds made available under this Sub-Grant Agreement.
- d. Any breach of this section shall entitle CSBD to damages at least equal to the fair market value of the materials, products, rights in data, intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

5.8.2 Curriculum materials developed and copyrighted with non-contract funds but which may be used for this project are not subject to this section.

5.9 CSBD Policies and Procedures

Sub-Grantee agrees to adhere to all CSBD policies and procedures applicable to the operation of the program.

5.10 Prior Sub-Grant Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, Sub-Grant Agreements, and understandings applicable to the matters contained herein and Sub-Grantee and CSBD agree that there are no commitments, Sub-Grant Agreements or understandings concerning the subject matter of this Sub-Grant Agreement that are not contained in this document. Accordingly, Sub-Grantee and CSBD, agree that no deviation from the terms hereof shall be predicated upon any prior representations or Sub-Grant Agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Sub-Grantee and CSBD.

5.11 Client Confidentiality

- 5.11.1 Sub-Grantee Records are subject to the Florida Public Records Law, Florida Statutes section 119.07. Sub-Grantee and CSBD agree to share confidential customer and program information as necessary but only within the limits established by federal and state laws and regulations governing confidentiality.
- 5.11.2 Sub-Grantee acknowledges that their employees and employees of FloridaCommerce who are supervised or guided by Sub-Grantee, and any subcontractors of Sub-Grantee, receive information obtained from employers, participants and unemployment compensation claimants in the performance of their duties and in the course of delivering workforce program services. The information received may include, but is not limited to job and program applicant registrations, job orders, employer reports, unemployment compensation claims and related records. This information is confidential and Sub-Grantee agrees to safeguard the information against unauthorized disclosure in accordance with 20 CFR 603 and Florida Statutes sections 443.171(5) and 443.1715.
- 5.11.3 Sub-Grantee understands and agrees that Welfare Transition Program participant records are confidential and exempt from public records disclosure pursuant to 45 CFR 205.50 and Florida Statutes section 414.295, and shall assure that safeguards are in place to protect the disclosure of such records.
- 5.11.4 Sub-Grantee, its employees, and individuals under the supervision of Sub-Grantee and subcontractors of Sub-Grantee in the course of performing their duties who receive and utilize confidential workforce program information shall:

- a. Maintain the confidentiality of employer, employee and participant.
- b. Identity and any and all related information pursuant to state and federal law and regulations. All individuals with access to the herein described records shall sign the "Non-Disclosure and Confidentiality Sub-Grant Agreement" and return it to the CSBD Sr. Vice President of Operations. A copy of the certification statement is attached as Exhibit C, and Sub-Grantee shall execute the Data Sharing Sub-Grant Agreement (Non-Disclosure and Confidentiality Sub-Grant Agreement), attached hereto as Exhibit D.
- c. Abide by all present and future directives and CSBD policies issued in accordance with state and federal laws pertaining to workforce programs and grants, privacy requirements and data confidentiality. Official requests for information shall be handled in accordance with FloridaCommerce (formerly DEO) guidance FG 02-033, Confidentiality of Records and Public Records Requests and Subpoenas, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the FloridaCommerce website floridajobs.org.
- d. Abide by data security measures imposed by the Department of Children and Families, or any other entity as necessary to comply with the Health Insurance Portability and Accountability Act (HIPAA) and, if requested by CSBD, Sub-Grantee shall execute a Business Associate Sub-Grant Agreement for the purpose of complying with HIPAA. If required by HIPAA or other laws, Sub-Grantee shall include in its "Notice of Privacy Practices" notice of Sub-Grantee's and CSBD's uses of client's Public HIPAA Information (PHI). The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Sub-Grant Agreement.
- e. Maintain the confidentiality of individual employer identifiable data. Individual employer identifiable data within the Labor Market Information (LMI) Program is confidential pursuant to Florida Statutes sections 443.171(5) and 443.1715, and Commissioner's Order 3-04 (USDOL). Labor Market Information (LMI) includes data such as labor force, employment, unemployment, unemployment rates, mass layoffs, employment and wages by industry and occupation, and employment projections. In publishable aggregate form, this data is not confidential. This data is collected and produced through cooperative Sub-Grant Agreements with the United States Department of Labor (USDOL), Bureau of Labor Statistics, and FloridaCommerce, Labor Market Statistics. The information is

collected under a pledge of confidentiality to employers and must be treated in a manner that will ensure individual identifiable data will be accessible to only authorized persons. No information or records that would reveal the identity of any individual employer obtained from the Agency should be copied or disclosed to any party other than those authorized by Labor Market Statistics. Confidential employer information may be made available to Sub-Grantee employees and individuals under their supervision and Sub-Grantee subcontractors in the performance of their public duties including statistical research, economic forecasting, job search and training, and implementation and administration of state law.

5.12 Buy American

Any equipment or goods to be purchased under this Sub-Grant Agreement shall be purchased in accordance with the Buy American Act. 41 US Code §§ 8301 through 8303.

5.13 Drug Free Workplace

5.13.1 Sub-Grantee certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.

5.13.2 Sub-Grantee shall not use any of the funds under this sub-grant for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act.

5.13.3 Sub-Grantee shall not use any of the funds under Sub-Grant Agreement to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

5.14 Headings

The headings of the sections of this Sub-Grant Agreement are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

5.15 Public Entities Crime

Sub-Grantee represents that the execution of this Sub-Grant Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide

any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Sub-Grant Agreement and recovery of all monies paid by CSBD pursuant to this Sub-Grant Agreement, and may result in debarment from CSBD's competitive procurement activities.

In addition to the foregoing, Sub-Grantee further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Sub-Grantee has been placed on the convicted vendor list.

5.16 Compliance with Florida Statutes Section 287.135

Sub-grantee certifies that they are not on the Scrutinized Companies that Boycott Israel List pursuant to Fla. Stat. § 215.4725, or is engaged in a boycott of Israel or is entering into a contract with or submitting a proposal to a Scrutinized Company.

5.17 Sub-Grant Agreement Term

5.17.1 The term of this Sub-Grant Agreement shall begin on the date it is fully executed by both parties and shall end on June 30, 2025.

5.17.2 The term of this Sub-Grant Agreement may be extended for four additional one-year periods. Renewal shall be at the option of the CSBD governing boards. The continuation of this Sub-Grant Agreement shall be subject to performance as defined herein, and the appropriation and availability of funds as described in this Sub-Grant Agreement.

5.17.3 At the end of each CSBD program year, if a new sub-grant agreement, for the same program services as provided for herein, is approved by the CSBD governing boards, or the term of this Sub-Grant Agreement is renewed by the CSBD governing boards for an additional one year period, the term of this Sub-grant Agreement shall automatically be extended from June 30, 2025 until such time as the new Agreement or amendment extending this Agreement, is approved and executed by Sub-Grantee, not

to extend beyond September 30 of the calendar year following the end date of the immediately previous Agreement.

5.17.4 Sub-Grantee performance and the Sub-grant Agreement budget shall be re-negotiated at the beginning of each new program year.

5.17.5 All duties, obligations, and responsibilities of Sub-Grantee required by this Sub-Grant Agreement shall be completed no later than June 30, of the program year in which this Sub-Grant Agreement is executed. Thereafter if this Sub-Grant Agreement is extended all duties, obligations, and responsibilities of Sub-Grantee required as a result of any extension shall be completed no later than June 30, of that program year. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Sub-Grant Agreement.

END OF ARTICLE 5

ARTICLE 6

SPECIAL OBLIGATIONS

6.1 Participant Payments

6.1.1 Participants receiving work experience or on-the job training wages may not be paid for time not in attendance, holidays, or overtime. Sub-Grantees shall not certify time sheets, which provide for payment for holidays, time not in attendance, at work, or in class, as appropriate, or for overtime hours worked.

6.1.2 CSBD shall be responsible for making incentive payments available to Sub-Grantee for delivery to youth based upon funds set aside for such activities at the time of approval of Sub-Grantee's proposal and/ or budget.

6.2 Actions to be taken in the Event of an Emergency or Natural Disaster.

6.2.1 CSBD and Sub-Grantee wish to ensure that service interruptions are kept to a minimum following an emergency or disaster.

6.2.2 Sub-Grantee shall designate three (3) individuals who shall provide CSBD with cell numbers and an additional contact number is available for each of the three (3) individuals. These individuals shall be the designated liaisons regarding all communications during the period of an emergency or natural disaster. The designated liaisons will participate in CSBD's annual emergency preparedness planning process and attend required meetings on this topic.

6.2.3 Sub-Grantee agrees that in the event of an emergency or natural disaster, Sub-Grantee shall take the below listed actions where advance notice permits or is provided, preceding an emergency or disaster:

- a. Sub-Grantee shall designate the liaisons in the case of an emergency.
- b. The individuals designated as the CSBD liaison shall contact the CSBD Executive Office and shall consult with the President or Vice President regarding closure of the One-Stop Center or program office being operated by Sub-Grantee and shall close operations in accordance with CSBD President's approval.
- c. Prior to closing the one-stop or local program office, Sub-Grantee shall protect participant files, equipment and other personal property paid for with CSBD funds by securing the equipment, covering the equipment,

moving equipment away from doors or windows and/or taking such other actions to secure the equipment, personal property and participant files.

- d. The securing of equipment shall be done in accordance with the CSBD Information Technology Hurricane Preparedness Plan. Protection of other property and files must be done pursuant to a plan adopted by Sub-Grantee and approved by the CSBD President or his/her designee.

6.2.4 Sub-Grantee agrees that immediately following an emergency or disaster the designated liaison shall contact the CSBD President or Vice President to confer on the reopening of offices and the provision of services to the participants.

- a. Sub-Grantee shall adopt a plan to ensure that information regarding resumption of services is communicated to all workers/staff in the One-Stop Centers or program offices. An example of such a plan might include a telephone tree.
- b. It shall be the responsibility of Sub-Grantee's liaison to go out as soon as possible after an emergency or disaster to survey their offices. The liaison shall report any damages to the buildings or premises, downed trees, downed power lines, obstructions to access as well as power outages, water damage and water stoppages to the CSBD President or his/her designee.
- c. Sub-Grantee shall Notice CSBD regarding the continuation or inability to continue services to participants following an emergency or disaster.

END OF ARTICLE 6

ARTICLE 7

SCOPE OF WORK

7.1 Program Description Out-of-School Youth

Sub-Grantee shall provide two (2) Navigator/Case Managers who shall identify twelve (12) – fifteen (15) Out-of-School (OSY) per case manager currently in a program being provided by Sub-Grantee. The OSY shall meet the WIOA Eligibility criteria in paragraph 7.3, be at least 17 years old and not have reached their 24th birthday. The OSY shall be enrolled in the WIOA program. The caseload cap shall include youth carried forward from the previous contract period. In addition to the services provide by Sub-Grantee and/or the State of Florida or the Federal Government, the Navigator shall provide youth with WIOA services as described below

7.2 Recruitment and Identification of the Youth to be Enrolled in WIOA

7.2.1 Sub-Grantee shall identify and enroll twelve (12) – fifteen (15) WIOA eligible youth per case manager for a maximum of thirty-six (36) youth. The youth shall be recruited from among youth currently receiving services through Sub-Grantee's other programs. Youth carried forward from the previous program year shall continue to be served and shall count toward the total number of youth to be served.

7.2.2 As youth are exited from the program Sub-Grantee shall refill the slot within forty-five (45) days of the slot being open so as to maintain an average case load of twelve (12) – fifteen (15) OSY per case manager.

7.2.3 A minimum of 25 youth shall be enrolled by March 31 of each year this Agreement is in effect.

7.2.4 Youth may **not** be enrolled in the 4th quarter of the Program Year if the youth will be enrolled into GED or a CSBD ITA.

7.2.5 The youth identified and selected shall be informed of the WIOA activities and the benefits of the activities that will be made available to them along with the expectations of the WIOA program.

7.2.6 The Navigators shall inform the youth of their commitment in assisting the youth with all aspects of WIOA as a result of their enrollment in the program and with other life issues as needed by the youth.

- 7.2.7 Sub-Grantee shall ascertain that the youth evidence a desire and the motivation to participate and attain the goals identified in their Individual Service Strategy and Career Pathways Plans prior to being enrolled in WIOA.
- 7.2.8 Sub-Grantee shall be responsible for explaining the relationship between CSBD, Sub-Grantee, and the students in this program. Youth shall be informed that guidance, support costs, tuition, and wages for their work experience is funded through CSBD. This shall be explained prior to their enrollment into the program.
- 7.3 Participant Eligibility Certification, Assessment and Development of the Individual Service Strategy
- 7.3.1 Sub-Grantee shall be responsible for participant eligibility certification, which shall include an eligibility determination and assessment in accordance with WIOA.
- 7.3.2 To the extent that any of the youth in Sub-Grantee's program are Veterans or their eligible spouses, they shall receive a priority of service in accordance with 20 CFR Part 1010 Priority of Service for "Covered Persons."
- 7.3.3 Sub-Grantee shall be responsible for assisting the youth in assembling the documentation necessary for WIOA eligibility determination.
- 7.3.4 All youth to be recruited and enrolled in this program must meet WIOA eligibility criteria for out-of-school youth. Sub-Grantee shall determine OSY eligibility in accordance with WIOA section 129(a)(1)(B) and as described below.
- a. Determination of ISY and OSY status
- i. Prior to determining eligibility Sub-Grantee shall make a determination that the youth are OSY in accordance with the below stated criteria.
- ii. ISY and OSY shall be determined at the time of program enrollment. School status must be based on status at the time eligibility determination is made. Only OSY may be enrolled into Sub-Grantee's program. Following a determination of OSY or ISY additional eligibility criteria must be met as described herein.
- iii. Youth enrolled into the program may not be attending any school at

the time of eligibility determination. Youth in secondary school must not have attended for the immediately preceding school semester at the time of enrollment to be considered an OSY.

- iv. Youth enrolled during the summer in between school years, shall be considered ISY if they are enrolled to continue school in the fall and will not be eligible for Sub-Grantee's program. This includes registration in postsecondary education, even if the youth have not yet begun postsecondary classes at the time of WIOA program enrollment.
 - v. Youth with a high school credential who register for postsecondary education, but do not attend postsecondary education, may be considered an OSY if the eligibility determination is made after the time that the youth decided not to attend postsecondary education.
 - vi. Youth enrolled in credit-bearing postsecondary education classes, including credit-bearing community college classes and credit-bearing continuing education classes, are considered to be attending postsecondary education, and, therefore, an ISY and may not be enrolled into Sub-Grantee's program.
 - vii. Youth enrolled in non-credit-bearing postsecondary classes, are not considered to be attending postsecondary school and may be enrolled into Sub-Grantee's program as an OSY.
 - viii. Youth in a dropout re-engagement program, funded by the public K-12 school system that are classified by the school system as still enrolled in school are considered ISY and may not be enrolled into Sub-Grantee's program.
 - ix. Youth enrolled in a GED program are considered OSY and may be enrolled in Sub-Grantee's program.
- b. Upon a determination that a youth is OSY as described in sub-paragraph "a" above and at least 17 years old, but not yet have reached their 24th birthday at time of enrollment, a determination shall be made that the youth is:
- i. An individual who is in foster care; or
 - ii. An individual who has aged out of the foster care system; or

- iii. An individual eligible for assistance under Section 477 of the Social Security Act; or
 - iv. An individual who is in an out-of-home placement; or
 - v. An individual who has left foster care for kinship, guardianship, or adoption.
- c. All youth enrolled must be U.S. citizens or legally permitted to work in the United States and be able to provide the requisite documentation.
- d. All youth “born male” at least 18 years of age must be registered for selective service to participate in the program. Providers will be expected to assist youth who have not yet enrolled in selective service to enroll in the selective service prior to enrollment into WIOA.
- e. All youth must be residents of Broward County.
- 7.3.5 Upon enrollment into the program, Sub-Grantee shall ask youth to provide current contact information. Information should include, but no limited to: name, address, and phone/cell phone number of a relative not living in the youth’s household, best friend’s cell phone number, youth’s email address, Social Media accounts, etc., if applicable.
- 7.3.6 In the event a youth identified by Sub-Grantee is not enrolled into the WIOA program, Sub-Grantee may refer the youth to the CSBD centers for information and referral in accordance with WIOA requirements.
- 7.3.7 Prior to enrollment into WIOA and as a part of the identification process Sub-Grantee will use to enroll youth into the WIOA program, the Navigator shall assess each youth to determine whether they are appropriate for the program and can meet the WIOA performance objectives upon exit from the WIOA program.
- 7.3.8 Individuals entering the program will begin through an intake and assessment process which shall consist of the following:
- a. A review of all documentation to ensure that the individual is eligible for WIOA services.
 - b. Completion of the WIOA registration form which must be signed by the youth participant.
 - c. Completion of a TABE or similar basic skills assessment if the youth is seeking an individual training account so that they may attend post-

secondary school or if basic skills is the barrier used to determine the youth's eligibility.

- i. For youth who require a basic skills assessment the TABE or other acceptable assessment for eligibility purposes it must be completed prior to enrolling the youth into the program.
- ii. The Navigator shall use the TABE (or other approved assessment) test results to determine the youth's basic skills remediation needs.
- iii. For youth needing basic skills who have agreed to computer assisted remediation instruction the Navigator shall include such program activities as a part of the menu of services to be provided to the youth.
- iv. If remediation is entered into EF as the youth's activity attainment of a functional grade gain shall be determined through a post-test using TABE or such other assessment approved by DEO which must be given no later than twelve (12) months of the "Date of Participation" in a WIOA youth program.
- v. If the Navigator determines that a youth will be unable to attain this gain within twelve (12) months of enrollment into WIOA, the youth shall not be enrolled by the Navigator into remediation in the WIOA program or can be referred to an Adult Literacy program, as appropriate.
- vi. The Navigator shall assure that youth enrolled into the WIOA program and into remediation activity are aware of their responsibility regarding remediation and the post-test as well as the advantages associated with improving their basic skills levels as it applies to life and employability skills.

7.3.9 Sub-Grantee shall enter participants' registration for WIOA youth into the Employ Florida (EF) tracking system. Once a participant is entered into the EF system this will constitute an official enrollment into the program, and the data will be used when computing contractor's performance.

7.3.10 Sub-Grantee shall not register participants into EF until all the eligibility documentation has been collected.

7.3.11 Sub-Grantee shall provide the CSBD Youth Program Manager with a copy of the assessment tool they will use to determine the program activities to

be provided to the youth, within ten (10) days of execution of this Agreement or in the alternative may use the assessment, ISS and career pathways instruments currently used by CSBD in the career centers.

7.3.12 Following eligibility determination, staff shall develop an Individual Service Strategy Plan (ISS) and Career Pathways plan with each youth to be enrolled in the program.

- a. The plans shall be used to identify the WIOA program activities to be provided to each individual youth, as well as any supporting activities being provided to the youth through Sub-Grantee's other resources.
- b. The Navigator shall assure that the development of the ISS and Career Pathways Plans are done in concert and with the agreement of the youth resulting in a mutual planning process designed to give the youth participant ownership in the plan.
- c. The planning process shall involve shall involve the youth in the program activity choices with the Navigator guiding the youth to activities that will lead directly to the desired WIOA outcomes.
- d. The plans shall be used to track each youth's progress in the individual components of the program design.
- e. The ISS must be updated and modified as needed to reflect participant's progress in program activities and their achievement of program goals

7.3.13 The Navigator shall create a youth file using CSBD's document management system (DMS). Sub-Grantee may maintain a hard copy at their option within the youth file maintained by Sub-Grantee that shall be kept at Sub-Grantee's site

7.3.14 Youth shall receive an orientation at the beginning of the program.

- a. Sub-Grantee's youth case manager shall be included in the orientation.
- b. The Navigator shall review the program activities and goals identified during assessment and shall review them with the youth participant and record the youth's agreement with the options presented in Employ Florida and in a responsibility agreement to be signed by the youth.
- c. Program requirements, eligibility requirements and benefits will be shared with youth and their case manager.

- d. The Navigator shall inform the youth participant regarding follow-up activities and expected communications.
- e. If the youth is under eighteen (18) years of age, Sub-Grantee shall assure the youth's assigned guardian approves in writing of the youth's participation in the program, signing necessary documents in participant file.
- f. Sub-Grantee shall provide CSBD with a list containing the names of youth participants carried forward from one program year to the next, thirty (30) days prior to the end of each program year this Agreement is in effect.
- g. A schedule of WIOA program activities shall be prepared for each youth and shall be recorded on a calendar provided to the youth, a copy of which shall also be scanned into the youth's file. The schedule shall also include non WIOA activities so that the Navigator and Sub-Grantee's youth case manager will be able to assist the youth in managing their time.

7.4 Program Services to be Provided to the Youth

7.4.1 The Navigator shall provide youth with a combination of WIOA funded activities as identified in the youth's ISS to support their career pathway and which shall be in addition to, and not in place of, the services provided through Sub-Grantee's program. Activities may be concurrent or sequential as appropriate for the youth.

7.4.2 The Navigator shall incorporate WIOA services into the Anne E. Casey First Jobs Academy Curriculum, targeted at youth in Foster Care and which provides:

- a. Life skills and employment training in an environment in which early employment is an educational tool that builds the potential of youth.
- b. The Enhanced Management Training Program, a sixteen (16)-hour curriculum with a focus on supporting youth in the workplace through team building, Dollars & Sense, Healthy ME, and Work Wise modules.
 - i. Managers and supervisors from host work sites participate in the training and provide workplace mentoring for youth with the support of an advisor.
 - ii. The program advisor, which may be the Navigator or may be a Sub-Grantee case manager shall manage and coordinate all operations

and provide ongoing support to supervisors and brokering and expediting required resources through each youth's social service provider and family or caregiver.

7.4.3 The Navigator shall assure that the menu of WIOA funded services provided to the youth includes:

a. Counseling

- i. The Navigator shall coordinate shall counseling needed by the youth with Sub-Grantee's youth case manager to address the youth's progress in the program along with the youth's progress in Sub-Grantee's other activities.
- ii. Should the Navigator determine that the youth might benefit from an adult mentor and the youth is agreeable, the Navigator shall work with Sub-Grantee's youth case manager to identify an appropriate mentor.

b. Employability skills shall be imparted by the Navigator either on a one-on-one basis or the Navigator may arrange to provide this to the youth as a group activity.

- i. The Navigator shall utilize *Job Savvy* or other appropriate formal curriculum for providing employability skills.
- ii. Youth shall receive a minimum of ten (10) hours of employability skills training which must be documented in case notes in Employ Florida.
- iii. The Navigator shall review the curriculum with the CSBD Youth Program Manager prior to the start of training.
- iv. Youth must receive employability skills training prior to being placed in a work experience.

c. Work experience, internships and on the job training (OJT).

- i. Sub-Grantee shall be given a budget allowance to use for work experience and OJT wages. Sub-Grantee shall be responsible for managing the funds and committing to spend one hundred percent (100%) of the funds allocated for this activity. Sub-Grantee shall develop a written plan for the delivery of the work experience activities which shall be provided to the CSBD Youth Program Manager within thirty days (30) of Sub-grant execution so that the

funds are expended within the CSBD program year.

- ii. All youth enrolled shall be offered an opportunity to participate in an unsubsidized work experience. The work experience must be aligned with the youth's desired career pathway and education if the youth is enrolled in education or training.
- iii. Youth working at the time of their enrollment shall not replace their job with a work experience if it appears that the youth can maintain the job following program exit.
- iv. Sub-Grantee shall develop a plan for expenditure of the funds on work experience and OJT activities within thirty days (30) following the enrollment of each youth or in the case of youth already enrolled, within thirty (30) days of the execution of this amendment. The plan shall include:
 - aa. Whether the youth will be placed in a work experience and or OJT.
 - bb. The hourly wage to be paid to the youth.
 - cc. The number of weeks the youth will be assigned to a work experience.
 - dd. The number of days per week the youth will participate in the work experience and/or OJT.
 - ee. The number of hours per day the youth will be assigned to the work experience.
 - ff. The number of youth to be provided with a work experience.
 - gg. Whether the work experience will be paired sequentially with an OJT.
- v. A training plan with the job title and which describes the skills to be learned during the work experience shall be developed for each child. All work experiences assigned to the youth in the program must be related to the youth's chosen career path and should be case noted appropriately.
- vi. The work experience may be with a public, private not-for-profit or for-profit sector employer willing to serve as a host worksite.

- vii. Youth enrolled in post-secondary training, as their activity while in the program, may be concurrently provided with a work experience. Time in post-secondary training may not be counted toward a youth's paid work experience.
- viii. The Navigator may arrange for youth not interested in post-secondary training who are not receiving GED preparation or remediation to be enrolled in a work experience for up to twenty-eight (28) hours per week with a job aligned with the youth's career pathway. The work experience may be followed sequentially with an on-the-job training (OJT) where an employer is willing to hire the youth. In such instance the employer shall be reimbursed up to fifty percent (50%) of the youth participant's wage for up to five hundred and twenty (520) hours after which the youth shall be considered placed and shall be exited from the WIOA program. The total hours and weeks of work experience shall be dependent upon funds set aside for these activities by CSBD and shall be approved in writing annually by the CSBD Sr. VP of Operations.
- ix. The Navigator shall be responsible for tracking and monitoring participants' hours of work on a weekly basis, maintaining signed time sheets for the youth which shall be submitted to CSBD in accordance with a predetermined schedule so that the youth can be paid.
- x. Sub-Grantee may use their existing electronic spreadsheet or develop an updated electronic spreadsheet. The spreadsheet shall contain the name of each youth as they are enrolled in the program along with their work experience scheduled start date, hours scheduled per week, name and address of the host work site/employer. The spreadsheet shall be provided to the CSBD Youth Program Manager within ten (10) days of contract execution. The spreadsheet data shall be entered within one (1) business day of the information being available
- xi. Sub-Grantee shall provide a work experience report to the youth program manager on a weekly basis listing the name of each youth assigned to a work experience, the total hours assigned to each youth's work experience, the hours worked, and the name/location of the host work site
- xii. The Navigator shall be trained by the CSBD Youth Program Manager on the CSBD work experience and OJT contracts, time sheets requirements and program policies.

- xiii. The total hours youth may be provided a work experience shall be determined each year that this contract is in effect and shall be dependent upon the number of youth enrolled in WIOA and the CSBD WIOA youth allocation.
- xiv. The total number of hours a youth may be placed in an OJT shall be determined by the complexity of training to be provided to the youth and supported by the youth's OJT training plan.
- xv. Sub-Grantee may serve as a host worksite for work experience. In such instance Sub-Grantee shall complete the CSBD training plan document and assure timesheets are properly completed so that the youth can be entered into the CSBD work experience payroll system. A host agreement will not need to be executed,
- xvi. The Navigator shall ensure that worksites have and display the Child Labor Law posters where youth are 18 or under.
- xvii. Youth who receive payments will be paid one week in arrears and shall be paid biweekly. Time and attendance documentation shall be submitted to CSBD by Tuesday at 10:00 A.M. of the pay week in order for CSBD to generate the participant payroll. Payroll for youth in Sub-Grantee's programs shall be processed in accordance with the procedure agreed to between CSBD and Sub-Grantee.
- xviii. Youth who receive a work experience payment from CSBD will not be paid for holidays, overtime, leave time, vacation time, sick time, or other leave. Youth must not work on holidays. Time sheets must be monitored to assure that pay is only requested for allowable time actually worked. All other time worked will be the responsibility of the Sub-Grantee. Students may not make up vacation, holiday, or sick time hours. The Navigator shall assure the youth and worksites are aware of this rule.
- xix. Youth for whom placement into unsubsidized employment is the goal and where an employer is willing to make a hiring commitment may be placed directly into OJT.
- xx. Sub-Grantee shall use the CSBD host worksite agreement when placing youth at external worksites.

d. Placement and Program Outcomes

- i. To obtain performance and exit the youth from the WIOA program, the Navigator shall be responsible for placement of the youth into

employment, advanced training, post-secondary school, or the military upon exit from the program.

- ii. The Navigator shall be responsible for developing OJT opportunities for the youth, as appropriate, followed by employer hire and exit from the program.
- iii. Youth who are enrolled in a GED preparation activity must be awarded their High School credential which shall be considered the program outcome and which must be followed by an exit from WIOA into unsubsidized employment or post-secondary training or the military to be successfully exited from the program.
- iv. Foster care youth with a High School credential may receive any of the approved WIOA youth services described in this Agreement and be enrolled into post-secondary training as a part of their WIOA program strategy. In such instance the youth's tuition may not be paid with WIOA funds.
- v. Youth enrolled in a post-secondary education program as their EF activity must complete a minimum of twelve (12) credits over the course of two (2) sequential semesters to be considered as making "progress" as defined by the WIOA measures. Successful completion and exit from the WIOA program will require the applicable credential and placement into unsubsidized employment or the military upon exit from the program.
- vi. Sixty (60) days prior to planned exits from the program the Navigator shall work with youth being placed into unsubsidized employment to develop resumes and begin the job application process.

7.4.4 As appropriate to the youth the Navigator may arrange:

- a. Tutoring for youth enrolled in Sub-Grantee's GED preparation program who needs additional assistance as evidenced by a lack of progress or inability to pass the prep/practice tests. The Navigator shall coordinate with the CSBD Youth Program Manager to arrange for tutoring.
- b. Tutoring for youth enrolled in a post-secondary training program struggling with the program coursework as evidenced by poor grades on coursework tests or quizzes. The Navigator shall coordinate with the CSBD Youth Program Manager to arrange for tutoring.

- c. The cost of books and course registration for youth seeking entry into an apprenticeship program that requires preliminary math courses which are not covered by the apprenticeship prior to enrollment.
- d. For an Individual Training Account scholarship through CSBD if a youth, with a high school credential, is enrolled in post-secondary training but does not qualify for a PELL grant or tuition assistance from the state.
- e. Youth enrolled into a post-secondary program shall sign a FERPA Form in addition to the general release required of participants so Sub-Grantee and CSBD may obtain progress information about youth in the program Youth who refuse to sign the release shall not be enrolled.

7.4.5 Twelve (12) Month Follow-Up

- a. Following program exit, the Navigator shall maintain weekly on-going communication with the youth for the first three (3) months to provide assistance with any identified issues. Thereafter follow-up shall be bi-weekly for the next three (3) months and then monthly through the end of the fourth (4th) quarter after participant's exit from the program. Sub-Grantee shall provide assistance as necessary with any identified issues through the fourth (4th) quarter after exit. Follow-up shall be conducted using the internet, phone conversations, e-mail, texting, and other social media to confirm the student is continuing in the last known positive post-secondary environment.
- b. If, it is discovered during follow - up that a youth is not in an acceptable activity, counseling and employment related support shall be provided to assist the youth in returning to their post-secondary activity or finding another job. Sub-Grantee shall record follow up for each youth in a case note entered into EF on a monthly basis with the follow up codes.
- c. Sub-Grantee agrees that if this Agreement is renewed, Sub-Grantee will continue to provide follow-up to youth through the fourth (4th) quarter after the youth's exit from the program.
- d. Follow-up shall be conducted using the internet, phone conversations, e-mail, texting, and other social media to confirm the youth is successfully continuing in a job or in post-secondary training or in the military. As necessary, counseling and on-going support shall be provided to assist the youth in a job or post-secondary training retention.

7.4.6 Youth Program Design Participation

- a. Youth input will be integrated into the program services through discussion between the youth and the Navigator.
- b. Sub-Grantee shall direct youth in designing and conducting a survey to assess the program services.
- c. Sub-Grantee shall incorporate appropriate recommendations into the program design.

7.4.7 If Sub-Grantee enrolls a youth into a training activity in EF the youth agree to attend a minimum of 12 seat hours a week per semester and attend classes through the summer so that they may complete their training expeditiously.

7.5 Participant Counseling and Case Management

7.5.1 Sub-Grantee shall assure that the Navigator advises all participants of all aspects of the program prior to enrollment.

7.5.2 The Navigator shall be responsible for accessing and making a network of resources available, sometimes referred to as the WIOA Youth Program Elements, to the youth so that they can attain the WIOA performance objectives, as well as preparing the youth to meet the day to day demands of family, work and community. The Navigator shall serve as a supportive adult to their youth caseload.

7.5.3 The Navigators shall create frequent opportunities for youth to provide feedback on the program and services so that appropriate adjustments and customization of services can be developed for the youth.

7.5.4 The Navigators shall assure that program solutions proposed for youth take into account the diversity of the youth.

7.5.5 In creating a schedule of activities for the youth, the Navigator shall include counseling and shall use their best efforts to fully engage the youth through the activities described herein.

7.5.6 The Navigators will be expected to serve as a liaison between the youth and the various supervisors or contacts for activities occurring off-site and shall intercede on their behalf as necessary.

- 7.5.7 There shall be at least weekly contact and engagement with each youth such that the contact coincides and supports their activity schedule. Contact may be recorded by the Navigator or Sub-Grantee's primary case manager.
- 7.5.8 The Navigators shall stay abreast of community services and programs so that youth can be referred according to the needs, interests, and goals for supportive services not available through WIOA.
- 7.5.9 The Navigator shall address study habits, progress, performance, and personal issues with the youth.
- 7.5.10 Case management and counseling contacts shall be documented in EF and in the youth's file.
- 7.5.11 Case management notes shall be entered:
- a. Weekly for each participant in the program based upon counselor/case manager contact with the participant.
 - b. More often than weekly to document events, progress, challenges, and activities as they occur.
- 7.5.12 Case notes shall record all direct customer service activities including but not limited to assessment, career training and planning, development of the youth's employment plan and individual service strategy, support services provided as well as justification of need for the support services, job matching, placement and follow-up
- 7.5.13 Case notes shall include the monitoring and documentation of each youth's services and outcomes on an individual activity basis and on a case-by-case basis. It is not expected that all youth will be provided every allowable WIOA activity or WIOA youth element. The case manager's determination of which services are appropriate for the youth in their caseload shall be documented.
- 7.5.14 Sub-Grantee's program manager shall monitor case notes on a bi-weekly basis to assure staff is entering youth activities and program events with sufficient specificity such that any new staff assigned to case manage the youth will be aware of the youth's participation and progress and will be able to take over the case.

7.6 Participant Incentives

- 7.6.1 Incentives shall be offered to the youth enrolled in the program in accordance with the incentive plan approved by the CSBD Sr. VP of Operations in consultation with the Youth Program Manager.
- 7.6.2 Youth will be eligible to earn a performance incentive in an amount to be determined by CSBD, each year based upon the availability of funds. All incentives must be tied to attendance in training and performance attainments. A performance incentive plan must be submitted to the Youth Program Manager by August 31, of each year this contract is in effect. Youth may receive an incentive for participating in a work experience. The incentive should be for making it to the midway and/or completion of the work experience for which they are receiving a wage. Youth must show positive outcomes, passing assessments and/or attaining functional grade gains to be eligible for an incentive. Incentives should be interspersed throughout the youth's tenure in the program.
- 7.6.3 Incentive or other payments to students shall be issued by CSBD and distributed by Sub-Grantee.
- 7.6.4 Incentives may also include, but are not limited to scholarships, positive adult role model relationships, and hands-on real-life connection to learning that permits the student to take ownership.
- 7.6.5 Each participant shall be awarded a certificate of participation and completion.

7.7 Participant Time, Data Entry, File Maintenance, Attendance, and Wages

- 7.7.1 If work experience/internship payments are to be made to the youth, CSBD shall inform Sub-Grantee of the payment date and amount. Sub-Grantee shall be responsible for keeping verified time and attendance documentation and for coordinating payroll distribution with CSBD. Sub-Grantee shall maintain participant time and attendance records, which shall consist of daily time sheets indicating the hours per day and type of activity and shall be signed by the participant and the supervisor.
- 7.7.2 Sub-Grantee's Navigator will be responsible for monitoring and making sure that the youth fill out time sheets daily. Sub-Grantee staff must approve and co-sign participant time sheets before submitting them to CSBD. In the event a youth is absent for three (3) consecutive days, the Sub-Grantee will make every effort to follow-up with the student and provide counseling including home visits, and/or parent contacts.

- 7.7.3 Sub-Grantee shall assure that individuals approving time sheets are not responsible for the distribution of any youth payments.
- 7.7.4 Youth shall be paid via a bank/pay card. Youth who receive payments will be paid one (1) week in arrears and shall be paid biweekly. Time and attendance documentation shall be submitted to CSBD by Tuesday at 10:00 A.M. of the pay week in order for CSBD to generate the participant payroll. Payroll for youth in Sub-Grantee's programs shall be processed in accordance with the procedure agreed to between CSBD and Sub-Grantee.
- 7.7.5 Youth who receive a work experience payment from CSBD will not be paid for holidays, overtime, leave time, vacation time, sick time, or other leave. Youth must not work on holidays. Time sheets must be monitored to assure that pay is only requested for allowable time actually worked. All other time worked will be the responsibility of the Sub-Grantee. Students may not make up vacation, holiday, or sick time hours.
- 7.7.6 Sub-Grantee shall meet with CSBD monthly to review files, youth progress and data entry.
- 7.7.7 Sub-Grantee shall be responsible for timely data entry, which is defined to mean within fifteen (15) days of any entry requiring a date to be entered into the EF Tracking System.
- 7.7.8 All barriers as defined by WIOA and eligibility information shall be recorded in EF.
- 7.7.9 Sub-Grantee shall use tickler dates prior to the future critical dates to assure data entry occurs on or before the effective dates. Information for dates will be pulled from EF. Case notes shall be entered into EF within three (3) days of a recordable event. All case files will be routinely reviewed to assure that they are accurate and up to date. The Navigator shall be responsible for putting checklists in place to verify that all essential information is in the case file
- 7.7.10 Mistakes made in reporting youth information will be corrected in compliance with state guidelines. If the mistake is not correctable internally or on the state level, they will be documented with a case note to assure a clear audit trail.
- 7.7.11 Sub-Grantee shall maintain only one (1) electronic file for each youth in accordance with the model file to be provided by the CSBD Youth Program Manager.

7.7.12 Documents to be maintained/scanned into DMS include:

- a. Eligibility documents including, picture ID, social security card, address, date of birth, when required or evidence of youth/family public assistance payments, documentation of the youth's WIOA barrier, in accordance with section 7.3.5, above, when required, selective service for all males, school status, citizenship or legal status in the United States, assessment, ISS and career pathway plan. All applicable documents must be part of each youth's participant file.
- b. Navigator case notes, referral forms, progress reports, support payments including but not limited to transportation and clothing vouchers, incentive requests and payments, financial aid reports, timesheets, pre and post-tests, all of which should be entered into Employ Florida and shall be maintained in Employ Florida.
- c. All case notes should reflect the activity, program and services provided to the youth.
- d. Sign-In, Employment Verification Forms, Certificate of Completion and Licensure Documentation as applicable

7.7.13 Sub-Grantee shall maintain participant time and attendance records, which shall consist of daily time sheets for the days where the schedule of activities created for the youth indicates expected participation. The time sheets shall be signed by the participant and the Navigator. In the event a student is absent for three (3) consecutive days, the Navigator shall make every effort to follow-up with the youth and assist in addressing any obstacles which have interfered with program participation.

7.7.14 Sub-Grantee shall maintain only one (1) file for each youth in accordance with the structure in DMS.

7.7.15 All absenteeism and tardiness shall be documented in the Navigator's case notes.

7.8 Program Staffing

7.8.1 Sub-Grantee shall hire the requisite staff necessary to meet the project objectives and in accordance with the budgets attached as Exhibit A.

7.8.2 Sub-Grantee shall hire staff in a timely manner in order to assure that the program is fully staffed. Sub-Grantee shall ensure that positions that become vacant during the program year are advertised and filled within

forty-five (45) days of the vacancy occurring. In the event of a vacancy Sub-Grantee's youth case manager shall step in to guide the youth so that the youths' program progress is not impeded and to assure the case manager to caseload ratio remains a constant 1 staff: 12 – 15 youth at all times.

7.8.3 Sub-Grantee shall provide a copy of the Agreement work statement to the Navigators and Sub-Grantee's youth case manager so that staff working with the program participants are aware of the program goals and objectives.

7.8.4 All **staff** funded under this Agreement shall be assigned a caseload. The caseload shall be evenly distributed among the Navigators hired under this Agreement.

7.9 General Program Requirements

7.9.1 Testimonials and Success Stories

- a. Sub-grant recipient shall provide CSBD with 2 testimonials or success stories each quarter. The stories shall be related to program participants who have successfully completed the program and entered employment, post-secondary education, or the military.
- b. The success story shall include:
 - i. Any challenges or barriers the youth had to overcome to successfully complete the program.
 - ii. Support services received that helped the youth to participate in the program.
 - iii. The activities in which the youth participated to reach their goals such as but not limited to GED training, occupational skills training, work experience, employability skills, tutoring, financial literacy training, and counseling.
 - iv. Factors that played a role in the youth's success.
 - v. A recommendation, if the youth agrees to be shared with other youth to seek out CSBD for training and employment assistance.
 - vi. Any benefits realized by the youth and their family as a result of participating in the program

- vii. A picture or video of the youth at work, in their cap and gown, or with their certificate.
 - viii. A signed release using the CSBD Testimonial Form: <https://ext.careersourcebroward.com/testimonials/Uploadfiles.aspx>
- 7.9.2 Sub-Grantee training facilities shall be visually and acoustically appropriate for learning and which makes use of space in a manner that facilitates the on-going activities of the instructional program.
- 7.9.3 Youth enrolled under this Agreement shall be adequately supervised during training hours and be provided with safe training conditions, which at a minimum, shall conform to the health and safety regulations established by the State of Florida.
- 7.9.4 If disclosure of youth records is requested by the public, the confidentiality standards of Federal, State of Florida and WIOA laws and requirements pertaining to participant records shall apply.
- 7.9.5 All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this Agreement may be used for contributions on behalf of any trainee to retirement systems or plans.
- 7.9.6 All program sites shall be accessible to people with disabilities.
- 7.9.7 Self-Monitoring
- a. Sub-Grantee's Navigator shall develop a protocol and process for self-monitoring their fiscal and program operations and deliverables under this Agreement. Sub-Grantee shall conduct monthly monitoring of its program in accordance with a schedule approved by the CSBD Sr. VP of Operations in conjunction with the CSBD Youth Program Manager. Sub-Grantee shall submit their monitoring schedule to their CSBD Program Manager by August 31, of each year this contract is in effect. Sub-Grantee shall monitor files utilizing the monitoring tool provided to them by the CSBD Youth Program Manager.
 - b. Self-monitoring shall include a one hundred percent (100%) file review. The file review shall be coordinated to occur thirty (30) days prior to the notice of the State's monitoring visit. The file review shall incorporate the current program year and the immediately preceding program year.

- c. Within five (5) business days following the completion of the self-monitoring protocol, Sub-Grantee shall submit a copy of any findings identified and the proposed corrective action to their CSBD Youth Program Manager who shall respond with respect to acceptance of the proposed corrective action or shall provide Sub-Grantee with additional instructions resolution of any findings.
- d. The Self-Monitoring required by this Agreement shall be in addition to the monitoring conducted by CSBD, or the CSBD external monitors.
- e. Failure to take the requisite corrective action as a result of findings identified through monitoring shall be considered when evaluating Sub-Grantee's performance.
- f. Sub-Grantee shall use the CSBD monitoring tool and receive the CSBD Youth Program Manager's sign off prior to closing any file. If the youth has obtained a credential or a diploma a copy of the supporting document should be submitted with the closure request.
- g. Prior to exiting the youth from the system, the Navigator shall review any soft (negative) exits with the CSBD Youth Program Manager who shall approve the exit.

7.9.8 Sub-Grantee shall perform quarterly student customer satisfaction surveys. Copies of the surveys shall be submitted to the CSBD Youth Program Manager within thirty (30) days of completion.

7.9.9 Sub-Grantee shall measure customer satisfaction through focus groups, or other means as determined by Sub-Grantee and the Navigator.

7.10 Performance

7.10.1 Sub-Grantee shall meet the following performance with respect to the maintenance and correctness of their files:

- a. Sub-Grantee is responsible for implementing a self- monitoring protocol.
- b. Sub-Grantee shall make all corrective actions, as a result of findings identified by (1) Sub-Grantee through their own required self-monitoring, (2) the CSBD Program Manager or (3) the CSBD external monitors, including the state, within thirty (30) days of the issuance of the monitoring report. The corrective action must be accepted in writing by CSBD. Findings may not exceed five percent (5%) of the files

monitored by CSBD, its external monitors or the state monitors, or of funds received, and no more than five percent (5%) of the Sub-Grantee's data entry may be untimely or incorrect as determined by the CSBD Youth Program Manager.

7.10.2 Enrollment Goals - Sub-Grantee shall enroll up to thirty-six (36) youth

- a. The Sub-Grantee shall enroll up to thirty-six (36) youth each program year, that this contract is in effect. The total youth to be enrolled shall include youth carried forward from the previous program year
- b. For youth carried forward from the previous program year 100% must exit by June 30 of the subsequent program year.

7.10.3 Sub-Grantee shall be required to meet all the performance elements described below to be considered as having met performance:

- g. Sub-grantee's performance calculation shall include all youth entered into the state's data systems. Once youth have been entered into the state's data system, youth may not be excluded from a determination of Sub-grantee's performance.
 - a. Ninety percent (90%) of the youth enrolled in GED preparation must complete their GED and obtain a High School credential and measureable skills gain within the program year aligned with this sub-grant agreement period as appropriate to the youth.
 - b. Ninety percent (100%) of youth enrolled in training through the award of an ITA scholarship through CSBD must complete their course and obtain their credential within the program year aligned with this sub-agreement period.
 - c. 100% of youth enrolled in GED, or post-secondary education which will extend over two (2) program years or which requires more than twelve months of participation to attain the certificate or degree must take a minimum of twelve (12) credits over the course of two sequential semesters and be receiving passing grades to be considered as making progress under the WIOA performance measures and attain a measureable skills gain.
 - a. Eighty-Five percent (85%) of the youth in the program during the current program year shall be exited from the program by being placed in the military or post-secondary education or unsubsidized employment at the time of their exit from the WIOA program and shall be retained in the military or post-secondary education or unsubsidized employment

through the second (2nd) quarter after exit from the program so as to be considered as having met the “employment measure.”

- b. Eighty-Five percent (85%) of the youth who exit the program during the current program year and are placed in the military or post-secondary education or unsubsidized employment at the time of their exit from the WIOA program and shall be retained in the military or post-secondary education or unsubsidized employment through the fourth (4th) quarter after exit from the program so as to be considered as having met the “employment retention measure.”
- c. Youth shall be placed in employment at a wage of \$15.00 hour
- d. All employment verification forms submitted as proof of employment must be signed by employers and/or include the source used as proof of income and a copy of the document.

END OF ARTICLE 7

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: FORT LAUDERDALE INDEPENDENCE TRAINING & EDUCATION CENTER, INC., through its Board of Directors (Board, Commission, Executive, as applicable), signing by and through its CEO (Title of Signatory) following Board of Directors (Board, Commission, Executive) action on the 26th day of March, 2024 and CareerSource Broward signing by and through its President/CEO following GOVERNING BOARDS' action on April 25, 2024.

AS TO FORT LAUDERDALE INDEPENDENCE TRAINING & EDUCATION CENTER, INC.:

ATTEST:

Marisa Glover
[Signature]

BY: Christine M. Frederick

NAME: CHRISTINE M. FREDERICK
TITLE: CEO
DATE: 06/26/2024

AS TO CAREERSOURCE BROWARD:

ATTEST:

Amber Williams
Moya Brathwaite

BY: Carol Hylton

NAME: CAROL HYLTON
TITLE: PRESIDENT/CEO
DATE: 06/26/2024

Approved as to form and sufficiency by
CareerSource Broward General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: [Signature]
ROCHELLE J. DANIELS
General Counsel

FLUTE
BUDGET - EXHIBIT A
Administration

Reminder: Administration is limited to 5%
Note: Totals will automatically calculate when related cells are filled.

Line Item				TOTAL
Personnel				
Salaries *	\$	-		\$
Fringe Benefits	\$	-		\$
Mileage	\$	-		\$
Total Personnel	\$	-	\$	\$
Non Personnel				
Supplies	\$	-		\$
Materials	\$	-		\$
Books	\$	-		\$
Teaching Aids	\$	-		\$
Credential training	\$	-		\$
Postage	\$	-		\$
Telephone	\$	-		\$
Maintenance	\$	-		\$
Printing	\$	-		\$
Equipment Rental	\$	-		\$
Equipment Purchase	\$	-		\$
Space Rental	\$	-		\$
Insurance	\$	-		\$
Utilities	\$	-		\$
** Indirect Costs	\$	-		\$
Audit	\$	-		\$
Legal	\$	-		\$
Accounting	\$	-		\$
***Profit	\$	-		\$
Background Screening	\$	-		\$
Subcontractor	\$	-		\$
Total Non-Personnel	\$	-	\$	\$
Total ADMINISTRATION	\$	-	\$	\$

*Must be explained in detail.
** Must have an approved indirect cost rate plan all other overhead must be itemized.
***Profit - For for-profits only. Profit is limited to 7.5%.
*** Note that all gray areas are read only and can not be changed.

FLITE
BUDGET - EXHIBIT A
Services

Note: Totals will automatically calculate when related cells are filled.

Line Item				TOTAL
Personnel				
Salaries *	\$	174,250		\$ 174,250
Fringe Benefits	\$	53,336		\$ 53,336
Mileage				-
Total Personnel	\$	227,586	\$	\$ 227,586
Non Personnel				
Supplies	\$	-		\$ -
Materials	\$	-		\$ -
Books	\$	-		\$ -
Teaching Aids	\$	-		\$ -
Credential training	\$	-		\$ -
Postage	\$	-		\$ -
Telephone	\$	-		\$ -
Maintenance	\$	-		\$ -
Printing	\$	-		\$ -
Equipment Rental	\$	-		\$ -
Equipment Purchase	\$	-		\$ -
Space Rental	\$	-		\$ -
Insurance	\$	-		\$ -
Utilities	\$	-		\$ -
** Indirect Costs	\$	-		\$ -
Audit	\$	-		\$ -
Legal	\$	-		\$ -
Accounting	\$	-		\$ -
***Profit	\$	-		\$ -
Background Screening	\$	-		\$ -
Subcontractor	\$	-		\$ -
Total Non-Personnel	\$	-	\$	\$ -
Total SERVICES	\$	227,586	\$	\$ 227,586

*** Note that all gray areas are read only and can not be changed.

FLITE
PERSONNEL DETAILS
Salaries

List all positions included and the total amount of wages requested for each cost category. Add more lines if necessary. All allocations of salary across cost categories must be supported by matching job descriptions and a cost allocation plan.
NOTE: Columns with 0 will be automatically calculated when other items are entered.

Job Title	Staff member (if known)	Annual Salary	Year 1 (12 months)	% of Salary to Admin Budget	\$ to Admin Budget*	% of Salary to Services Budget	\$ to Services Budget**	% of Salary from CareerSource Broward Programs	\$ from other CareerSource Broward Programs	% of Salary from Other Sources of Funding**	\$ to Other Sources of Funding***	Total % (Must total 100)	Total \$
EX: Case Manager	Jane Doe	\$ 26,000	\$ 26,000	10	\$ 2,600	50	\$ 13,000	10	\$ 2,600	30	\$ 7,800	100	\$ 26,000
Navigator	Carlos Rymer	\$ 51,000	\$ 51,000	0.00%	\$ -	100.00%	\$ 51,000	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 51,000
Navigator	Samora Cunningham	\$ 54,000	\$ 54,000	0.00%	\$ -	100.00%	\$ 54,000	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 54,000
Navigator	Natarish Bacon	\$ 54,000	\$ 54,000	0.00%	\$ -	100.00%	\$ 54,000	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 54,000
Employment Coordinator	Letarshia Shorter	\$ 61,000	\$ 61,000	0.00%	\$ -	25.00%	\$ 15,250	0.00%	\$ -	75.00%	\$ 45,750	100.00%	\$ 61,000
TOTALS					\$ -		\$ 174,250		\$ -		\$ 45,750		\$ 220,000

*Total must match the total salaries on Administration Budget (Budget Sheet #1)

**Total must match the total salary

***Include all non-CareerSource Broward Funds

FLITE
PERSONNEL DETAILS
Fringe Benefits

Enter fringe benefits for all positions listed on Budget page 4. Add more lines if necessary.
NOTE: Columns with 0 will be automatically calculated when other items are entered.

Job Title	Staff member (if known)	Annual Salary	Year 1 (12 months)	Total Fringes	% of Fringes compared to Salary	% of Fringes to Admin Budget*	\$ for Fringes to Admin Budget*	% of Fringes to Services Budget	\$ to Fringes Services Budget**	% of Fringes from other CareerSource Broward Programs	\$ for Fringes from other CareerSource Broward Programs	% of Fringes from Other Sources of Funding **	\$ for Fringes from Other Sources ***	Total % (Must total 100)	Total \$
EX: Case Manager	Jane Dee														
Navigator	Carlos Ryner	\$ 51,000	\$ 51,000	\$ 4,680	9.18%	0.00%	\$ -	100.00%	\$ 15,198	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 15,198
Navigator	Samora Cunningham	\$ 54,000	\$ 54,000	\$ 16,254	30.10%	0.00%	\$ -	100.00%	\$ 16,254	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 16,254
Navigator	Natarish Bacon	\$ 54,000	\$ 54,000	\$ 16,470	30.50%	0.00%	\$ -	100.00%	\$ 16,470	0.00%	\$ -	0.00%	\$ -	100.00%	\$ 16,470
Employment Coordinator	Letarsilia Shorter	\$ 61,000	\$ 61,000	\$ 21,655	35.50%	0.00%	\$ -	25.00%	\$ 5,414	0.00%	\$ -	75.00%	\$ 16,241	100.00%	\$ 21,655
TOTALS							\$ -		\$ 53,336		\$ -		\$ 16,241		\$ 69,577

*Total must match the total fringes on Administration Budget (Budget Sheet #1)

**Total must match the total fringes on Services Budget (Budget Sheet #2)

***Include all non-WorkForce One Funds

FLITE
BUDGET - EXHIBIT A
Personnel Costs

Itemize any items in your budget under the categories listed and provide cost breakdown.
Note: Items with 0 will automatically calculate when related cells are filled.

Cost Category*	Item	Quantity	Unit Cost	Total Cost**
EX: Distance Travelled (Per employee)	Pempano to Fort Lauderdale	8 miles	\$0.445 (Mileage rate)	\$3.56
TOTAL				\$

* Must match categories on budget pages 1-3

** Must match totals on Budget Summary, Budget Page 3

Line Item	Annual Expense	Administration	Services
Personnel			
Salaries *	\$ 174,250	\$ -	\$ 174,250
Fringe Benefits	\$ 53,336	\$ -	\$ 53,336
Mileage	\$ -	\$ -	\$ -
Total Personnel	\$ 227,586	\$ -	\$ 227,586
Non Personnel			
Supplies	\$ -	\$ -	\$ -
Materials	\$ -	\$ -	\$ -
Books	\$ -	\$ -	\$ -
Teaching Aids	\$ -	\$ -	\$ -
Credential training	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -
Maintenance	\$ -	\$ -	\$ -
Printing	\$ -	\$ -	\$ -
Equipment Rental	\$ -	\$ -	\$ -
Equipment Purchase	\$ -	\$ -	\$ -
Space Rental	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Utilities	\$ -	\$ -	\$ -
** Indirect Costs	\$ -	\$ -	\$ -
Audit	\$ -	\$ -	\$ -
Legal	\$ -	\$ -	\$ -
Accounting	\$ -	\$ -	\$ -
***Profit	\$ -	\$ -	\$ -
Background Screening	\$ -	\$ -	\$ -
Subcontractor	\$ -	\$ -	\$ -
Total Non- Personnel	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 227,586	\$ -	\$ 227,586

EXHIBIT B

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information of individuals who receive public assistance, employment and unemployment insurance records maintained by the FLORIDACOMMERCE, made available to my employer, for the limited purpose of performing its duty pursuant to a Sub-grant Agreement for Services and Non-Disclosure and Confidentiality Certification Sub-Grant Agreement.

These confidential records may include name (or other personally identifiable information), social security numbers, wage and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my duties associated with the program requirements set forth under contract or Sub-grant Agreement, I am requesting an approved username, password, and additional instructions for accessing the State's Management Information Systems, (hereinafter, collectively referred to as "the Workforce Systems"). Prior to receiving such means of access, I acknowledge and agree to abide by the following standards for the receipt and handling of confidential information:

1. I shall use access to the Workforce Systems only to secure information to conduct official program business under such contract/Sub-grant Agreement.
2. I shall not disclose my username, password, or other information needed to access the Systems to any party nor shall I give any other individual access to information secured.
3. If I should become aware that any other individual – other than an authorized employee – may have obtained or has obtained access to my username, password, or other information needed to access the Workforce Systems, I shall immediately notify the Regional Workforce Board Security Officer.
4. I shall not share with anyone any other information regarding access to the Systems unless I am specifically authorized by the Agency.
5. I shall not access or request access to any social security numbers, personal information, wage or employment data unless such access is necessary for the performance of my official duties.
6. I shall not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) involved.

- 7. I shall retain the confidential data only for that period of time necessary to perform my duties. Thereafter, I shall either arrange for the retention of such information consistent with federal or state record retention requirements or delete or destroy such data.
- 8. I have either been trained in the proper use and handling of confidential data or I have received written standards and instructions in the handling of confidential data from my employer or the Agency. I shall comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my username and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
- 9. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated and I may be subject to other disciplinary actions. I further acknowledge that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to a fine and/or period of imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.
- 10. Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor and be guided by his/her response.

Employee Signature: Christine M. Frederick

Date: 06/26/2024

Print Employee Name: Christine M. Frederick

Address: 5201 NW 33rd Ave. Fort Lauderdale, FL 33309

Work Telephone: 305-528-2071

E-Mail: christine@flitecenter.org

EXHIBIT C

Data Sharing Sub-Grant Agreement (Non-Disclosure and Confidentiality Sub-Grant Agreement)

I. **Parties to the Sub-grant Agreement:**

CareerSource Broward and Sub-grantee.

II. **Terms and Conditions of Sub-grant Agreement:**

A. The parties to this Sub-grant Agreement recognize that the full participation of the Florida Department of Commerce (hereinafter, FLORIDACOMMERCE) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Innovation and Opportunity Act (WIOA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Sub-grantee, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Sub-grantee is aware that there is a FLORIDACOMMERCE Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.

C. Sub-grantee, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Sub-grantee must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Sub-grantee's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Sub-grant Agreement to CareerSource Broward.

D. Sub-grantee shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Sub-grantee will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Sub-grantee will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit J. These forms shall be submitted to CareerSource Broward. Sub-grantee shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer in need of system access so that CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

F. Sub-grantee agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Sub-grant Agreement will be exchanged between the parties to this Sub-grant Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Sub-grant Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Sub-grantee, subcontractors and their employees may obtain access to information that is otherwise confidential, however, that access does not alter the confidential nature of the information. It is incumbent upon Sub-grantee, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Sub-grant Agreement by parties other than those specified in this Sub-grant Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas FLORIDACOMMERCE FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the FLORIDACOMMERCE Intranet.

V. Indemnity:

Sub-grantee is an independent contractor and shall carry out, exercise and execute its duties under this Sub-grant Agreement as an independent contractor. In discharging said duties and responsibilities, Sub-grantee shall exercise due and responsible care and shall comply with all assurances contained herein. Sub-grantee agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind

whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Sub-grant Agreement.

VI. Termination of the Sub-grant Agreement:

This Sub-grant Agreement may be terminated upon failure of either party to abide by the terms of the Sub-grant Agreement or for the convenience of the parties, within thirty days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Sub-grant Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of Sub-grant Agreement:

This Sub-grant Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Sub-grantee

Name of Sub-grantee:

FORT LAUDERDALE INDEPENDENCE TRAINING & EDUCATION CENTER, INC.

Name of President or Chief Officer or Chair: Christine M. Frederick

(Signature) Christine M. Frederick

(Title) CEO

(Date) 06/26/2024

ACCEPTED BY CareerSource Broward:

Name of President/CEO: Carol Hylton

(Signature) Carol Hylton

(Title) President/CEO

(Date) 06/26/2024

EXHIBIT D

ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor or sub-recipient also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by identified by the DOL as of September 30, 2020 at: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>.

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

l. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (www.fvvs.Rov/offices/).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U S C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.eov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or

- iii. Use forced labor in the performance of this contract.
2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity
- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term: or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension
- b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminated if Contractor
- 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or
 - 2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
- 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or

- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7

cc. Copeland 'Anti-Kickback" ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of 'funding agreement' under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that 'funding agreement,' the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. '1 352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of

1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grant the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk.Environmental Standards

Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking

water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

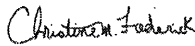
EXHIBIT E

**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



06/26/2024

Signature

Date

Christine M. Frederick

CEO

Print Name and Title of Authorized Representative

EXHIBIT F

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award

number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance

2. Status of Federal Action: _____ 3. Report Type: _____
a. bid/offer/application a. initial filing
b. initial award b. material change
c. post-award For Material Change Only
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity: _____
Prime _____

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier _____ if known:
Address of Prime:

Congressional District, if known: Congressional District, if known:

6. Federal Department/ Agency: 7. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known: 9. Award Amount, if known:

10. a. Name and Address of Lobbying Entity

b. Individuals Performing Services (including address if different from No. 10a.)
(If individual, last name, first name, MI)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):

_____ actual _____ planned _____ a. retainer

12. Form of Payment (check all that apply): b. one-time fee
c. commission

a. cash d. contingent fee

b. In-kind, specify: nature _____ e. deferred
value _____ f. other, specify:

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.

² (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.³

Signature Christine M. Frederick
Print Name Christine M. Frederick
Title CEO
Telephone Number 305-528-2071
Date 06/26/2024

³ Approved by OMB 0348-0046 Authorized for Local Reproduction Standard Form LLL-A

EXHIBIT G

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

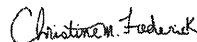
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the Congress, an Officer of 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.
- (3) 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 agreements) and that subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

FORT LAUDERDALE INDEPENDENCE TRAINING & EDUCATION CENTER, INC. **OSY**

Grantee/Contractor/Organization **Program/Title**

Christine M. Frederick 06/26/24



Name of Certifying Official **Date**
Print Name and Sign

***Note:** In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

EXHIBIT H

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.

- 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
 - 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Christine M. Frederick

06/26/2024

Signature Date

Christine M. Frederick

Print Name

EXHIBIT I

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

Christine M. Frederick

06/26/2024

Signature and Date

Christine M. Frederick

Printed Name


CEO

Title

Fort Lauderdale Independence Training & Education (FLITE) Center

Organization

SIGNATURE CERTIFICATE

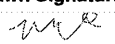


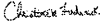
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TRANSACTION DETAILS	DOCUMENT DETAILS
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Maria Vo</p> <p>Email maria@flitecenter.org</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum cf91a3ce6f2aa6df2cc8cd89f57ee80c591a952af3ac05daf3bca9efc45253e</p> <p>IP Address 66.176.96.175</p> <p>Device Chrome via Mac</p> <p>Drawn Signature </p> <p>Signature Reference ID 32973590</p> <p>Signature Biometric Count 1</p>	<p>Viewed At 06/26/2024 16:03 EDT</p> <p>Identify Authenticated At 06/26/2024 16:04 EDT</p> <p>Signed At 06/26/2024 16:04 EDT</p>
<p>Name Marisa Glover</p> <p>Email marisa@flitecenter.org</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 22935f84df1dcaa3d674b877ce43a2cf117bc6e58448cabb9b4950feb69c890d</p> <p>IP Address 172.59.71.56</p> <p>Device Microsoft Edge via Windows</p> <p>Typed Signature <i>Marisa Glover</i></p> <p>Signature Reference ID 91859C55</p>	<p>Viewed At 06/26/2024 15:16 EDT</p> <p>Identify Authenticated At 06/26/2024 15:18 EDT</p> <p>Signed At 06/26/2024 15:18 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
Name Christine M. Frederick	Status signed	Viewed At 06/26/2024 14:51 EDT
Email christine@flitecenter.org	Multi-factor Digital Fingerprint Checksum fc3dbcd40108ccd91d2d085514f114275ccaac92d7245891d520950782ccf2f5	Identity Authenticated At 06/26/2024 15:16 EDT
Signer Sequence 0	IP Address 66.73.163.83	Signed At 06/26/2024 15:16 EDT
Components 36	Device Chrome via Mac	
	Drawn Signature 	
	Signature Reference ID 4930F7B8	
	Signature Biometric Count 13	

AUDITS

TIMESTAMP	AUDIT
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06/25/2024 14:42 EDT	Christine M. Frederick (christine@flitecenter.org) was emailed a link to sign.
06/26/2024 14:33 EDT	Christine M. Frederick (christine@flitecenter.org) viewed the document on Mobile Safari via iOS from 174.239.85.72.
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06/26/2024 15:16 EDT	Marisa Glover (marisa@flitecenter.org) was emailed a link to sign.
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06/26/2024 15:18 EDT	Marisa Glover (marisa@flitecenter.org) signed the document on Microsoft Edge via Windows from 172.59.71.56.
06/26/2024 15:18 EDT	Maria Vo (maria@flitecenter.org) was emailed a link to sign.
06/26/2024 16:03 EDT	Maria Vo (maria@flitecenter.org) viewed the document on Chrome via Mac from 66.176.96.175.
06/26/2024 16:04 EDT	Maria Vo (maria@flitecenter.org) authenticated via email on Chrome via Mac from 66.176.96.175.
06/26/2024 16:04 EDT	Maria Vo (maria@flitecenter.org) signed the document on Chrome via Mac from 66.176.96.175.

SIGNATURE CERTIFICATE



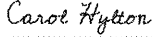
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Moya Brathwaite Email mbrathwaite@careersourcebroward.com Signer Sequence 2 Components 1	Status signed Multi-factor Digital Fingerprint Checksum f737c10f39393c69f6c22032841c8715f08cbccbd333bae8c3cc8e805d27b0a1 IP Address 67.23.70.69 Device Chrome via Windows Typed Signature <i>Moya Brathwaite</i> Signature Reference ID 24FC07AA	Viewed At 06/27/2024 10:44 EDT Identity Authenticated At 06/27/2024 10:57 EDT Signed At 06/27/2024 10:57 EDT
Name Amber Williams Email amwilliams@careersourcebroward.com Signer Sequence 1 Components 1	Status signed Multi-factor Digital Fingerprint Checksum 4b5f4653277dee6210f0763258ef6c8536fbd167d6ddc719eec99f2e3fb710d IP Address 67.23.70.69 Device Chrome via Windows Typed Signature Amber Williams Signature Reference ID 997AE4EE	Viewed At 06/27/2024 10:38 EDT Identity Authenticated At 06/27/2024 10:39 EDT Signed At 06/27/2024 10:39 EDT

SIGNER	E-SIGNATURE	EVENTS
Name Carol Hylton	Status signed	Viewed At 06/26/2024 19:28 EDT
Email chylton@careersourcebroward.com	Multi-factor Digital Fingerprint Checksum 38c554a00677a2338808536764b47b6ef8b2e8d1db6e3c2200f2f760d7540703	Identity Authenticated At 06/26/2024 19:28 EDT
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AUDITS

TIMESTAMP	AUDIT
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06/27/2024 10:57 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

ELIGIBLE TRAINING PROVIDER

Contract # 2024-2027-ETP-11002

Between

CareerSource Broward

And

FLORIDA VOCATIONAL INSTITUTE, CORP.

Name of School

A Continuing Eligible Training Provider

Pursuant to the Steven's Amendment
Consolidated Appropriations Act of 2018, Pub. L. No. 115- 141, 132 Stat. 348, div. H, Title V,
Sec. 505 (Mar. 23, 2018)

1. The percentage and dollars of the total costs of the program or project which will be financed with Federal money is determined at the time of individual participant enrollment.

This is a master agreement. No funds are awarded under this contract.

This Agreement entered into on this 15th day of July, 2024 by and between CareerSource Broward, hereinafter referred to as "CSBD", and **FLORIDA VOCATIONAL INSTITUTE, CORP.**, a for profit Education Entity in the State of Florida, hereinafter referred to as Contractor.

The term of this Agreement shall begin on the date the Agreement is executed by all the parties and shall terminate with the completion of the training of the last participant referred by CSBD to Contractor or June 30, 2027, whichever date comes later as long as Contractor continues to meet federal and state "continuing eligibility" requirements.

RECITALS

Whereas, the CSBD Council of Elected Officials, hereinafter, "Council" and the Broward Workforce Development Board, hereinafter "BWDB" have approved Contractor, and as an Eligible Training Provider for the purpose of referring program participants for training under its various formula and discretionary, state and federal workforce grants; and

Whereas, Contractor agrees to provide training to participants referred to Contractor, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

A. STATEMENT OF WORK

1. CSBD's ability to enter into this Contract is dependent upon Contractor's approval to be included on the CSBD Eligible Training Provider List (ETPL) for a one (1) year period of initial eligibility followed by two (2) year periods of subsequent eligibility pursuant to the Workforce Innovation and Opportunity Act of 2014 P.L. 113-128, (WIOA) and the rules promulgated thereunder at 20 CFR 680.450 and 680.460. Should Contractor fail to meet initial or subsequent eligibility this Contract shall be immediately terminated.
2. Contractor agrees to provide the course(s) of training as specified in the approved program descriptions, submitted to CSBD for approval by its governing boards. Contractor shall notify CSBD of any changes in the approved program descriptions prior to the enrollment of any individual referred by CSBD.
3. Contractor shall provide their approved course(s) of training at its licensed facility, on-line or at an externship or clinical site based upon the approval granted by the BWDB at the time of submission of their application to be placed on the CSBD Eligible Training Provider List (ETPL).
4. Contractor's approval as an ETP does not obligate CSBD to refer participants. However, Contractor may refer individuals to CSBD for a determination of their eligibility to receive financial assistance and an Individual Training Account (ITA) Voucher from CSBD. CSBD must offer participants "customer choice" and therefore does not guarantee that a student referred to CSBD by Contractor, will ultimately decide to enroll in Contractor's institution.
5. Contractor agrees to enroll participants as students and to provide the training as specified on the Training Voucher, as described below, Training Vouchers must be presented to the campus Cashier or Registrar's office by a referred CSBD participant/student in order for CSBD to reimburse or pay for the participants' tuition as described below.

- a. Course authorization shall only be transmitted via an original signed CSBD Training Voucher, or a Training Voucher transmitted electronically via DocuSign or similar verifiable signature software program delivered to Contractor in accordance with a process agreed to by the parties. Contractor shall not accept Training Vouchers via verbal approval such oral vouchers will not be honored by CSBD. CSBD will not reimburse Contractor for courses not on the official CSBD signed Training Voucher.
- b. Contractor agrees not to enroll a referred participant into courses not listed on the Training Voucher. CSBD will not be responsible for reimbursement of the tuition or associated fees for unauthorized courses. Contractor shall not require any participant/student to sign a tuition Contract between the student and Contractor for unauthorized courses.
- c. Training shall be in the occupational area identified on the Training Voucher for the specified weeks of instruction, and/or hours per course as outlined in Contractor's current academic year Course Catalogs and approved for the student at the time of their enrollment.

6. Participant Training Vouchers and Individual Training Accounts

- a. An individual training account (ITA) refers to the scholarship amount available to pay for a participant / student's tuition or course(s).
- b. Training Voucher refers to the instrument used by CSBD to identify the courses of study and the amount of ITA funds allocated to an individual participant for the courses and time frames described on the voucher.
 - i. Vouchers may be issued for less than the full amount of tuition or the cost of the course of study.
 - ii. Vouchers may be issued each semester if Contractor offers training on a semester basis or in increments applicable to the schedule of courses offered by Contractor.
 - iii. Participant/Students are issued a Training Voucher each semester or at the completion of a course of training prior to registration for the new semester or course. In order to receive a new Voucher CSBD must receive a copy of the participant/student's transcript or an acceptable form of progress report. Contractor or CSBD may obtain a FERPA to be able to share student information.
 - iv. Each Training Voucher will list the course selections and other items allowable for that participant/student.
- c. Neither Contractor nor referred participant/students shall have any property rights which attach to an ITA.
- d. The parties agree that Training vouchers are not transferable, cannot be sold and have no intrinsic value.
- e. From time-to-time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from CSBD. If a transfer is authorized by Contractor prior to receiving written approval

from CSBD, CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.

- f. Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old as they will be considered expired and CSBD shall not be obligated to reimburse for those Training Vouchers.
7. Contractor agrees to provide CSBD with the grade level at which the course material and textbooks for the individual courses of study are normed so that CSBD can properly determine a participant's qualifications to be successful in the course of study offered by Contractor.
 8. Participant/students literacy and numeracy skills may be assessed by CSBD and a prospective participant/student who is not within one grade level of the course materials may be determined as ineligible for the course of training to be provided by Contractor.
 9. Combining Pell Grants and Other Financial Aid with CSBD Financial Assistance
 - a. Contractor's Financial Aid Office shall assist CSBD participant/students in determining their eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance or other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
 - b. CSBD will obtain a FERPA release from its participant/students so that Contractor can share PELL award and other information.
 - c. CSBD will issue an initial training voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to CSBD by Contractor.
 - d. Contractor agrees that they will not collect more than the advertised tuition for each participant/student enrolled. Contractor shall follow federal rules applicable to a determination of the order in which federal financial assistance shall be applied. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the Participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of WIOA funds.
 - e. Contractor agrees to immediately inform CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility
 - f. Contractor will not defer or delay payments of PELL or other financial assistance to students.

10. PERFORMANCE

- a. The approval of Training Vouchers for a course of study is subject to performance by Contractor. Following CSBD governing boards' approval to add a course of study to the ITA list, Contractor shall be limited to ten (10) CSBD student/participants for each course of study from the date that the contract is signed until such time as the seventy percent (70%) training-related placement rate can be documented, through Florida Education and Training Placement Information Program (FETPIP).

- b. A minimum of seventy percent (70%) of the students enrolled who complete training must be placed in a training related jobs within ninety (90) days or such other period as may be determined by the CSBD governing boards following their completion of training. Training related shall be determined in accordance with the State of Florida definition.
- c. Failure to meet performance shall result in the suspension or termination of referrals and award of an ITA for of the course of training or program. Referrals shall continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time Contractor may reapply for approval of the course or study of program.

B. COMPENSATION

1. Tuition or course fees shall be based on the tuition or course fee advertised to the general public.
2. The CSBD Training Voucher may cover enrollment, tuition, book and lab fees, registration and such other fees, as applicable, minus any scholarships or other financial aid the participant/student receives.
3. CSBD cannot reimburse tuition or course fees in excess of the CSBD ITA cap or the actual cost of tuition or the course of training whichever is less
4. Contractor agrees to accept the CSBD Training Voucher for purposes of allowing participant/students to register and enroll in lieu of a cash, electronic payment or check prior to the start of classes. Contractor shall submit invoices to CSBD for each Training Voucher submitted and accepted by Contractor.
5. Contractor shall date stamp Training Vouchers when they are received. In order to be paid, Contractor shall submit an invoice to CSBD within forty-five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, including change fees, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty-five (45) days of receipt of the Training Voucher shall be voided and CSBD will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for CSBD to reimburse for the Training Voucher.
6. Tuition and fees billed to CSBD must be calculated minus any scholarships or other financial aid available and awarded to the participants/student.
7. Upon final payment to Contractor of amounts due at the end of each program year under this Contract, less any credits, refunds, or rebates due to CSBD, Contractor hereby releases and discharges CSBD from any financial claims arising from this Contract for that program year. To be entitled to payment, invoices must be received from Contractor within forty-five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited and CSBD will not honor any requests submitted after the aforesaid time period.
8. Contractor's prices may change from the time of their approval for inclusion on the ITA List. Course tuition charges set by the Florida Legislature and signed into law shall be effective in accordance with the timeframes set by the statute and upon approval of the

Contractor Board of Trustees. Contractor agrees to maintain the price proposed for certificate courses at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. Adjustments to tuition or price schedules for private proprietary institutions must be submitted in May of each year to be effective July 1 through June 30 of the following program year period. Reimbursements for tuition and fee schedule adjustments will be limited to the cap set for ITA scholarships by the CSBD governing boards.

9. Public institutions shall be reimbursed on a semester basis and in accordance with their change/drop schedules.
10. Private not-for-profit or private for-profit institutions, shall be reimbursed monthly by dividing the tuition or costs / total # months needed to obtain the credential or certificate up to the amount of the ITA awarded the participant. CSBD shall not be responsible for reimbursement of tuition for any month in which participant(s) is not in attendance for a minimum of ten (10) class days.
 - a. For withdrawals after the first ten (10) class days of the month, CSBD shall be responsible for the monthly payment through that month only; after which, CSBD shall not be responsible for any unpaid portion of the tuition applicable to the individual who has dropped out or withdrawn.
 - b. Contractor shall return all refunds or credits to CSBD within forty-five (45) business days of receipt or credit respectively, with sufficient information to identify the cause of that refund or credit.
 - c. Contractor agrees to provide CSBD with student attendance data with each invoice submitted for payment

C. THE CONTRACT DOCUMENTS

1. The following documents are incorporated by reference into this Contract as if fully set forth herein:
 - a. Contractor's approved application to CSBD to be included on the ETPL and each course/program application approved by the CSBD governing boards.
 - b. The Contractor Catalog which is on file with Contractor and a copy of which has been provided to CSBD or which is posted on Contractor's website at the time approval of Contractor's courses/programs by the CSBD.
 - c. The original signed Training Voucher(s).
 - d. CareerSource Florida Administrative Policy 90
<https://www.floridajobs.org/local-workforce-development-board-resources/policy-and-guidance/guidance-papers>
 - e. Certification regarding Debarment and Suspension.
 - f. Drug Free Workplace Form.

- g. Lobbying Certification.
- h. Assurances and Certifications.
- i. The State of Florida Data Sharing Contract (Non-Disclosure and Confidentiality Contract
- j. Certification Regarding Environmental Tobacco Smoke
- k. A Copy of the licenses/approvals from the Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the CSBD governing Boards designated as necessary to meet licensing and accreditation criteria in order for Contractor to be included on the CSBD ETPL.
- l. Accreditation Information.

2. Any conflicts between the contract documents shall be resolved in this order:

- a. The Contract Provisions.
- b. The Training Voucher.
- c. The Contractor Catalog submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.

3. This Contract shall not be considered fully executed and participants shall not be referred until all the documents necessary to complete the Contract file are provided, including but not limited to resolutions, if required, identifying the signor, or completed Execution pages with the proper signors, the correct legal name of the entity, and signed attachments as applicable.

D. TERMINATION, SUSPENSION AND FAILURE TO PERFORM

- 1. Either party may terminate this Contract for convenience upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Contract or such shorter period as may be mutually agreed to by the parties. In such event, Contractor shall be entitled to receive payments for tuition or fees in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. CSBD shall not be liable for any tuition, fees, or costs after the effective date of termination.
- 2. CSBD may immediately terminate this Contract in the event of the de-obligation or cancellation of the grants providing the funding to support the activities under this Contract.
- 3. CSBD may terminate this Contract or remove a course of study from the list of approved courses for the award of an ITA, as applicable, at any time that the CSBD Chief Executive Officer determines that any of the following has occurred:

- a. Contractor has failed to provide the program of study approved for funding by the CSBD governing boards.
- b. Contractor has failed to comply with PELL requirements as described in this Contract or Contractor loses its eligibility to receive PELL grants for its students or for a program of study approved for training by the CSBD.
- c. Contractor changes the licensed location of its school as authorized by the Florida Department of Education.
- d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education.
- e. Contractor is charging CSBD participant/students a tuition of fee different from that offered to the general public for the same course of study.
- f. Contractor's status as an ETP has been suspended or terminated by the Florida Department of Economic Opportunity or the REACH Office.
- g. Contractor has reported inaccurate performance or demographic information to the state.
- h. Contractor has violated CareerSource Florida Policy 90 which may be accessed at:

https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9

or as may be amended by the REACH Office.
- i. Engaged in fraud, criminal acts, incapacity, unfitness, neglect, incompetence, irresponsibility, offered unlawful remuneration to attract participants, misfeasance, malfeasance, nonfeasance or lack of performance.
- j. Contractor has failed to take corrective action:
 - i. Regarding a student Complaint. In the event of a student/participant complaint if it relates to Contractor, Contractor shall address the complaint in accordance with its internal processes.
 - ii. Regarding a monitoring or audit finding related to fiscal issues and after notification contractor has not complied with an agreed to corrective action plan.
- k. Contractor's school and/or course of study have had its accreditation suspended or lost its accreditation.
- l. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ETPL.
- m. Contractor has not met the required performance as described herein.
- n. There have been no enrollments into Contractor's courses of study for any twelve (12) month period.

- o. Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.
- 4. Termination for any of the reasons cited in paragraph 3 immediately above may result in suspension of the course or Contractor from being included on the EPTL for a period of two (2) years after which Contractor may reapply for initial eligibility in accordance with 20 CFR 680.450 - 460.
- 5. If Contractor's eligibility to serve as an ETP is terminated or referrals to a course of study or program is suspended or terminated, CSBD shall not be obligated to reimburse Contractor for Training Vouchers issued following notice of termination of eligibility or suspension as applicable.
- 6. Suspension.
 - a. CSBD may suspend this Contract or referrals into a course of study/program for any of the reasons listed in paragraph 3 above.
 - b. CSBD may suspend referrals to a course of study if Contractor delays the start date of training by more than five (5) business days.
 - c. CSBD may suspend referrals to a course of study if it is not offered to the general public.
 - d. CSBD may suspend referrals to a course of study if the training program is for an occupation no longer considered to be in demand because it ceases to be on the State of Florida Targeted Occupations in Demand List for the local Region,
 - e. CSBD may suspend referrals to a program if the program of study is materially changed from the description provided in Contractor's application because additional hours have been added or there is an increase in tuition.
 - f. CSBD may suspend referrals to a program if CSBD deems the course of study or school to be detrimental to its participant/students.
- 7. Notices of termination or suspension shall be in writing in accordance with the Notice section under this Contract.

E. GENERAL REQUIREMENTS

1. Reports

- a. Contractor agrees to file course completion and placement information for CSBD students with the Florida Education and Training Placement Information Program (FETPIP) Office of the State of Florida and to provide CSBD with copies of the FETPIP report annually or upon request.
- b. Contractor shall provide CSBD with tuition or program cost information provided to the general public.

- c. Contractor agrees to provide CSBD with such additional information as may be required by the State of Florida including but not limited to
 - i The names of the program participants who are in unsubsidized employment during the second quarter after exit from the program.
 - ii The names of the program participants who are in unsubsidized employment during the fourth quarter after exit from the program
 - iii The hourly wage of each of the program participants who are in unsubsidized employment during the second quarter after completing their course of study and exiting from the program;
 - iv Evidence of participant/students' progress in their course of study in order for the participant/student to be issued a Training Voucher or for purposes of reporting performance to the State of Florida in accordance with a schedule to be provided by CSBD
 - d. Contractor shall immediately notify CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.
2. Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training
- a. Contractor shall notify CSBD within five (5) business days of a participant's formal withdrawal, or absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
 - b. Contractor agrees to notify CSBD when a participant successfully completes the training program into which they are enrolled and shall provide a copy or evidence of a participant/student's license, certificate, credential, diploma or degree, when obtained by CSBD participants, even if the participant/student has an outstanding balance with the Contractor. CSBD shall provide a FERPA or applicable release to be able to receive the information if required.
3. Maintenance of Records, Access and Monitoring
- a. Contractor shall keep copies of all records, accounts, and documents pertaining to this Contract or any Amendment hereto, including student information, for five (5) years following the expiration of this Contract.
 - b. In the event of an audit or monitoring finding, claim, litigation, or other action involving this Contract or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
 - c. Contractor agrees to allow authorized representatives of CSBD, the Florida Department of Economic Opportunity, the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor, (US DOL), or Health and Human Services (HHS) to monitor classes in which participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and review payments made

under this Contract. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws").

- d. Contractor agrees to accept the properly executed FERPA form which designates with specificity the information the student wants disclosed to CSBD signed by students whose tuition is in whole or in part paid for by CSBD.

4. Notice

- a. All notices or communications required to be given by this Contract from one party to the other must be (i) given in writing, or transmitted by facsimile, and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, to the mailing address of each party as follows:

FOR CSBD:

To: CSBD President/CEO
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309
Fax: (954) 337-3255

FOR CONTRACTOR:

To: President
350 East Las Olas Boulevard, Suite 1250
Fort Lauderdale, FL 33301
Fax: (305) 665-1917

- b. Notices shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed, provided that the sender has received a confirmation of such fax. A party may, for purposes of this Contract, change his, her or its address, fax number, or the person to whom a notice should be transmitted, by giving notice of such change to the other party pursuant to the above.

5. Force Majeure

- a. "Force Majeure" shall mean an event beyond the control of Contractor or CSBD, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
 - i An act of God, such as, but not limited to, hurricanes, earthquakes, drought, tidal waves and floods;
 - ii Explosions and fire;
 - iii War, hostilities, whether war be declared or not, invasion, act of foreign enemies, mobilization, requisition, or embargo;
 - iv Strike, go slows, lock outs or disorder; and

v acts or threats of terrorism.

vi In the event of a Force Majeure

- b. Neither the Contractor nor CSBD shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the Effective Date.
- c. The "Affected Party," prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
- d. If Contractor is unable to hold classes or to register and enroll students, CSBD may direct to the students to other schools or may advise them to wait until Contractor is operational depending upon what will best suit the needs of the student/participant.
- e. If participants have already submitted their Training Vouchers but have not yet attended class or are within the drop/add period Contractor shall return the fees and/or tuition paid within thirty (30) days of receipt of payment.
- f. If participants have attended class and are beyond the drop/add period Contractor and CSBD shall meet to determine the best course of action for the participant/students. This may include a pro rata partial refund of payments made on behalf of the participant/students.

6. Compliance with Applicable Laws and Regulations

- a. Contractor agrees to adhere to Workforce Innovation and Opportunity Act of 2014 P.L.113 -128 as it may be amended and applies to activities under this contract.
- b. Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-Contracts.
- c. Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD.
- d. When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as described in Attachment 3. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required; it may be obtained from CSBD. All disclosure forms required by the Certification Regarding Lobbying form must be completed and returned to CSBD.
- e. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, Contractor certifies it is not presently nor previously within a three (3) year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor will provide assurances of compliance as

certified in the Contract Attachment titled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.

- f. When applicable, the Contractor shall disclose all related party transactions.
- g. Contractor shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Contractor pertaining to any program funded by this agreement or amendment hereto, available to CSBD, the Comptroller, General of the United States, the federal government and / or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews, investigation, survey or examination, even though, the Contractor may at the time of the request no longer be operating programs for CSBD or be a Contractor of CSBD.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-202-3830, PUBLICRECORDS@CAREERSOURCEBROWARD.COM, 2890 W. CYPRESS CREEK ROAD, FORT LAUDERDALE, FL 33309.

- h. To the extent applicable Contractor shall comply with 2 CFR§ 200.216 Prohibition on Certain Telecommunications and video surveillance services or equipment.
- i. To the extent applicable Contractor shall comply with 2 CFR§ 200.300 Statutory and National Policy requirements.
- j. To the extent applicable Contractor shall comply with 2 CFR§ 200.322 Domestic preferences for procurement.
- k. To the extent applicable Contractor shall comply with 2 CFR§ 200.323 Procurement of recovered materials.
- l. To the extent applicable Contractor shall comply with 2 CFR 200.113 and promptly make a written disclosure to CSBD whenever it has "credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations" or a violation of the civil False Claims Act.
- m. Contractor certifies that they are not on the Scrutinized Companies that Boycott Israel List pursuant to Fla. Stat. § 215.4725, or is engaged in a boycott of Israel or is entering into a contract with or submitting a proposal to a Scrutinized Company.

7. Indemnification

- a. If Contractor is a state agency, as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.
- b. Contractors who are not public agencies agree they shall at all times hereafter indemnify, hold harmless and, at CSBD's option, defend or pay for an attorney selected by the CSBD General Counsel to defend CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, 1) related to, arising from, or as a result of this Contract; or 2) caused by a negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from or related this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to special fees, markups or interest payments on the part of CSBD

8. Governing Law and Venue

- a. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal issues arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts in Broward County, Florida the venue situs.
- b. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.
- c. Contractor Obligation to Adhere to Public Entity Crimes Policy. Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD competitive procurement activities

Contractor represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity crime) and that it has not been formally charged with committing an act defined as a (public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

- d. Compliance with E-Verify. Contractor agrees to comply with Florida Statutes 448.095 and shall:
 - i Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,
 - ii Not employ, contract with, or subcontract with an unauthorized alien
 - iii Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.
- e. Compliance with Equal Employment and Discrimination Laws. Contractor agrees to adhere to the following equal employment laws as applicable to Contractor:
 - i Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended
 - ii The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
 - iii Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended
 - iv Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended,
 - v Applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)
 - vi WIOA Non-Discrimination Requirements 29 CFR part 37 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.

9. Amendments

- a. This constitutes the entire Contract between the parties. Any modification or addition hereto shall not become binding on either party until accepted by both parties, reduced to writing and attached hereto as an Amendment to this Contract.
- b. The parties further agree that this Contract may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.

10. Assignment. Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Contract without prior written approval of CSBD.
11. Prior Contracts. This document incorporates and includes, all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, Contracts, understandings concerning the subject matter of this Contract, that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and CSBD.
12. Independent Contractor. The parties understand and agree that they are independent contractors and no provisions of this Contract shall be construed as creating an agency or employment relationship between the parties and their employees, agents, subcontractors or assigns.
13. Headings. The headings of the sections of this Contract are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

14. Term

- a. This Contract shall begin on the date it is executed by all the parties and shall terminate on **June 30, 2027** unless:
 - i. Contractor's status as an initial ETP is terminated in the year following their approval as an ETP in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity; or
 - ii. Contractor's status for subsequent eligibility as an ETP is terminated or expires in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity;
 - iii. Contractor fails to reapply for subsequent ETP status three (3) months prior to June 30, of the program year in which their eligibility status must be redetermined, in which case there will be no referrals to Contractor until their "continuing eligibility" as an ETP has been approved by the Florida Department of Economic Opportunity or REACH Office.
- b. CSBD reserves the right to continue participants referred by CSBD to Contractor until their training is complete or to transfer the participants and be relieved of its obligation to Contractor for payments beyond the termination date if this Contract is terminated because: Contractor has lost their eligibility status as an ETP for any reason.

15. Execution

This Contract and any attachment, exhibit or amendment, ("the Documents") related to this Agreement required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. The Parties agree that any Electronic

Signature shall be valid and binding on each of the Parties to the same extent as a manual, original signature, and enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any of the Documents may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Document.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: FLORIDA VOCATIONAL INSTITUTE, CORP. signing by and through its (Title of Signatory) President on the 10th day of July, 2024 and CareerSource Broward signing by and through its President/CEO, following Board Action on May 23, 2024.

AS TO FLORIDA VOCATIONAL INSTITUTE, CORP.:

ATTEST *RfJ [Signature]* L.S.
RfJ [Signature] L.S.

BY: *Gil J. Bonwitt*
(Signature)
Print Name: Gil J. Bonwitt
TITLE: President
DATE: 07/10/2024

AS TO CAREERSOURCE BROWARD:

ATTEST
Amber Williams L.S.
Moya Brathwaite L.S.

BY: *Carol Hylton*
(Signature)
Print Name: Carol Hylton
TITLE: President/CEO
DATE: 07/15/2024

Approved as to form by the CareerSource
Broward
General Counsel
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309

BY: *[Signature]*
Rochelle J. Daniels
General Counsel

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Gil J. Bonwitt

Signature

07/10/2024

Date

Gil J. Bonwitt

President

Print Name and Title of Authorized Representative

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Gil J. Bonwitt

07/10/2024

Signature

Date

Gil J. Bonwitt

Print Name

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants. and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name. if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
- (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier Sub awards

1. Type of Federal Action

2. Status of Federal Action:

3. Report Type: Contract Grant Cooperative Agreement Loan
 Loan Guarantee Loan Insurance Bid/Offer/Application Initial Award
 Post award

Initial Filing Material Change: Year _____ Qtr _____ Date of last report

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹. Type of Federal Action: _____ 2. Status of Federal Action: _____ 3. Report Type: _____

a. contract

b. grant

c. cooperative agreement

d. loan

e. loan guarantee

f. loan insurance

a. bid/offer/application

b. initial award

c. post-award

a. initial filing

b. material change

For Material Change Only

year _____ quarter _____

date of last report _____

4. Name and Address of Reporting Entity: _____ Prime _____ 5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier _____ if known: Address of Prime:

Congressional District, if known:

Congressional District, if known:

6. Federal Department/ Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobbying Entity

(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a.)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):

_____ actual _____ planned _____

12. Form of Payment (check all that apply):

- a. cash
- b. In-kind, specify: nature _____ value _____

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.²

Signature *Gil J. Bonwitt*
 Print Name Gil J. Bonwitt
 Title Presidnet
 Telephone Number 754-209-1680 Date 07/10/2024

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the Congress, an Officer of 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.
- (3) 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 agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

FLORIDA VOCATIONAL INSTITUTE, CORP	ETP
Grantee/Contractor/Organization	Program/Title
Gil J. Bonwitt	<i>Gil J. Bonwitt</i>
Name of Certifying Official	Date
Print Name and Sign	07/10/2024

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified

by identified by the DOL as of September 30, 2020 at:
<https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>.

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do no come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any

institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

I. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (vwww.fvvs.Rov/offices!).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/contracting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities: and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U S C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.eov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either

A. Associated with performance under this award; or

B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension

b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminate if Contractor

- 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or

2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse

must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7

cc. Copeland 'Anti-Kickback" ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties. assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U S C. '1 352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) 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; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

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

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource Broward and Contractor.

II. Terms and Conditions of Agreement:

- A. The parties to this Agreement recognize that the full participation of the Florida Department of Commerce (hereinafter, FLORIDACOMMERCE) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Innovation and Opportunity Act (WIOA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Contractor, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.
- B. Contractor is aware that there is a FLORIDACOMMERCE Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.
- C. Contractor, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Contractor must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Contractor's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Agreement to CareerSource Broward.
- D. Contractor shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Contractor will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.
- E. Contractor will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit J. These forms shall be submitted to CareerSource Broward. Contractor shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer

in need of system access so that CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

- F. Contractor agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

- A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.
- B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.
- C. Contractor, subcontractors and their employees may obtain access to information that is otherwise confidential, however, that access does not alter the confidential nature of the information. It is incumbent upon Contractor, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas FLORIDACOMMERCE FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the FLORIDACOMMERCE Intranet.

V. Indemnity:

Contractor is an independent contractor and shall carry out, exercise and execute its duties under this Agreement as an independent contractor. In discharging said duties and responsibilities, Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. Contractor agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

This Agreement may be terminated upon failure of either party to abide by the terms of the Agreement or for the convenience of the parties, within thirty days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of the Agreement:

This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

CONTRACTOR

Name of Contractor:

Florida Vocational Institute, Corp.

Name of President or Chief Officer or Chair: Gil J. Bonwitt

(Signature) *Gil J. Bonwitt*

(Title) President

(Date) 07/10/2024

ACCEPTED BY CareerSource Broward:

Name of President/CEO: Carol Hylton

(Signature) *Carol Hylton*

(Title) President/CEO

(Date) 07/15/2024

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

Gil J. Bonwitt

07/10/2024

Signature and Date

Gil J. Bonwitt

Printed Name


President

Title

FLORIDA VOCATIONAL INSTITUTE, CORP.

Organization

SIGNATURE CERTIFICATE



REFERENCE NUMBER
6F59929D-576B-415A-A403-477877C79B77

TRANSACTION DETAILS **DOCUMENT DETAILS**

Reference Number
6F59929D-576B-415A-A403-477877C79B77

Transaction Type
Signature Request

Sent At
06/26/2024 13:13 EDT

Executed At
07/15/2024 16:36 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
a296dc7ea398094ecb41a5ac47e22b4e54ba6da47ab91a6ad05d6f77159b048f

Signer Sequencing
Enabled

Document Passcode
Disabled

Document Name
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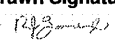
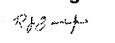
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39 pages

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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Richard Zaiden</p> <p>Email rzaiden@fvi.edu</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 7b0a0863b9e5655288292e2b4078c7a506b8331c5fbad93e3512c23e740a2c88</p> <p>IP Address 71.226.19.188</p> <p>Device Microsoft Edge via Windows</p> <p>Drawn Signature </p> <p>Signature Reference ID 80976F38</p> <p>Signature Biometric Count 7</p>	<p>Viewed At 07/15/2024 16:35 EDT</p> <p>Identity Authenticated At 07/15/2024 16:36 EDT</p> <p>Signed At 07/15/2024 16:36 EDT</p>
<p>Name Denyse Antunes</p> <p>Email dantunes@fvi.edu</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 62e55cc5b208a90c58894f1a90d4941bf8c394c8066830714ce54cb4af376d54d</p> <p>IP Address 71.226.19.188</p> <p>Device Microsoft Edge via Windows</p> <p>Drawn Signature </p> <p>Signature Reference ID 0E71C97F</p> <p>Signature Biometric Count 8</p>	<p>Viewed At 07/11/2024 16:44 EDT</p> <p>Identity Authenticated At 07/11/2024 16:45 EDT</p> <p>Signed At 07/11/2024 16:45 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
Name Gil J. Bonwitt	Status signed	Viewed At 07/11/2024 05:16 EDT
Email gbonwitt@nhflorida.com	Multi-factor Digital Fingerprint Checksum 6574acc42a30366510ef901aae15a6a7f8233848a3305e1043f4eccc4f6819be	Identity Authenticated At 07/11/2024 05:21 EDT
Signer Sequence 0	IP Address 103.245.78.197	Signed At 07/11/2024 05:21 EDT
Components 30	Device Safari via Mac	
	Typed Signature <i>Gil J. Bonwitt</i>	
	Signature Reference ID 15E0FFED	

AUDITS

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06/26/2024 13:13 EDT	Gil J. Bonwitt (gbonwitt@nhflorida.com) was emailed a link to sign.
07/02/2024 14:30 EDT	Gil J. Bonwitt (gbonwitt@nhflorida.com) viewed the document on Chrome via Mac from 50.192.189.250.
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07/11/2024 05:21 EDT	Denyse Antunes (dantunes@fvi.edu) was emailed a link to sign.
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SIGNATURE CERTIFICATE



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TRANSACTION DETAILS

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Sent At
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Signer Sequencing
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Document Passcode
Disabled

DOCUMENT DETAILS

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Original Checksum
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Moya Brathwaite</p> <p>Email mbrathwaite@careersourcebroward.com</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 661ddc8700f814594d7823ddc95a087f80b9a081ff1db8dd8e2144f8b27d1a3a</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Moya Brathwaite</i></p> <p>Signature Reference ID B8091339</p>	<p>Viewed At 07/16/2024 09:56 EDT</p> <p>Identity Authenticated At 07/16/2024 09:56 EDT</p> <p>Signed At 07/16/2024 09:56 EDT</p>
<p>Name Amber Williams</p> <p>Email amwilliams@careersourcebroward.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 9349a023886b657f115b9adb6447eac3525422581393af1b65bf7e4558edd336</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Amber Williams</i></p> <p>Signature Reference ID 0FC83B46</p>	<p>Viewed At 07/16/2024 09:50 EDT</p> <p>Identity Authenticated At 07/16/2024 09:51 EDT</p> <p>Signed At 07/16/2024 09:51 EDT</p>

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Email chylton@careersourcebroward.com	Multi-factor Digital Fingerprint Checksum 776a4c66ad013a5e10cea92e69c1a0ee772e8572db9bf9500eed194c54f38941	Identity Authenticated At 07/15/2024 17:00 EDT
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SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-OSY-54000

(PROGRAM YEAR 2024-2025)

BETWEEN

CAREERSOURCE BROWARD

AND

HELPING ADVANCE AND NURTURE THE DEVELOPMENT OF YOUTH, INC.
(HANDY, INC.)

Formerly Known As: Helping Abused, Neglected and Disadvantaged Youth, Inc.
(SUBRECIPIENT)

THIS IS NOT AN AGREEMENT FOR RESEARCH AND DEVELOPMENT

UEI #	CSULHY6PHV31
FEDERAL AWARD IDENTIFICATION (FAIN) #	23A55AY000003
FEDERAL AWARD DATE	4/1/2023
TOTAL FEDERAL AWARD	\$2,324,084
FEDERAL AWARDDING AGENCY	US DOL
ALN #	17.259
PASS THROUGH ENTITY	Florida Commerce
CONTRACT OFFICER	Carol Hylton
CONTACT INFORMATION	Per Notice Section in the Agreement

Pursuant to the Steven's Amendment
Consolidated Appropriations Act of 2018, Pub. L No. 115- 141, 132 Stat. 348,
div. H, Title V, Sec. 505
(Mar. 23, 2018)

1. The percentage of the total costs of the program or project which will be financed with Federal money is 100 percent.
2. The dollar amount of Federal funds for the project or program is \$152,000.
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources is 0 percent.

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AGREEMENT NO. 2024-2025-CR-WIOA-OSY-54000

(PROGRAM YEAR 2024-2025)

BETWEEN

CAREERSOURCE BROWARD

AND

HELPING ADVANCE AND NURTURE THE DEVELOPMENT OF YOUTH, INC.
(HANDY, INC.)

Formerly known as: Helping Abused, Neglected and Disadvantaged Youth, Inc.

THIS SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-OSY-54000, entered into the 18th day of June, 2024 by and between CAREERSOURCE BROWARD hereinafter referred to as CSBD, the administrative entity and fiscal agent for the CareerSource Broward Council of Elected Officials and the Broward Workforce Development Board, Inc. having its principal office at 2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309 and HELPING ADVANCE AND NURTURE THE DEVELOPMENT OF YOUTH, INC. hereinafter referred to as SUB-GRANTEE, existing under and by virtue of the laws of the State of Florida as a not for profit corporation, having its principal office at 1717 North Andrews Ave, Fort Lauderdale, FL 33311 to begin on the date this Sub-grant Agreement is executed by the parties.

RECITALS

WHEREAS, Broward County has been designated as a local workforce development area and CSBD is sub-grant recipient and the administrative entity for local workforce development area; and

WHEREAS, CSBD issued a Request for Proposal (RFP) in January 2024 seeking service providers for Out-of-School under the Workforce Innovation and Opportunity Act of 2014 (WIOA 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128); and

WHEREAS, SUB-GRANTEE responded to the RFP and was recommended for funding by the BWDB Youth Committee; and

WHEREAS, at their meeting on April 25, 2024, the CSBD governing boards approved an award of funds to SUB-GRANTEE to serve Out-of-School youth;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

ARTICLE 1

AGREEMENT PURPOSE

1.1 Purpose

It is the purpose of this Sub-Grant Agreement to state the covenants and conditions under which the Sub-Grantee will implement and provide workforce development services, as shall be described herein.

ARTICLE 2

DEFINITIONS

In addition to the definitions set forth in the Workforce Innovations and Opportunity Act of 2014, Public Law 113-128 (29 U.S.C. Sec. 3101 et seq., or as it may be amended, the Regulations promulgated there-under at 20 CFR 603 et seq. and 20 CFR Part 676 et seq., the Personal Responsibility and Work Opportunity Reconciliation Act 42 U.S.C. 601 et seq. and the Regulations promulgated there-under at 45 CFR Part 260, et al., and the Acts and regulations applicable to such other grant funding streams as are identified in this agreement and Sub-Grantee's budgets attached hereto as Exhibit A, the following definitions are applicable to the program operated by the Sub-Grantee and to the terms and conditions of this Sub-grant Agreement and any amendments hereto.

2.1 Academic Credit

Credit for education, training or work experience, applicable toward a secondary school diploma, a post-secondary degree, or an accredited certification of completion, consistent with applicable state law, regulations and policy, and the requirements of an accredited educational agency or institution.

2.2 Administrative Costs

All indirect and direct costs associated with the management of the programs funded by this Sub-grant Agreement. They are costs, which do not directly and immediately benefit participants but are necessary for effective delivery of direct participant benefits. These costs are generally identified with supervision, management, fiscal and record keeping

systems and are defined in accordance with the regulations governing the funding streams made available to the Sub-Grantee.

2.3 Allowable Costs

Those costs, which are necessary, reasonable and allowable under applicable federal, state and local law, for the proper administration and performance of the services to be provided under this Sub-grant Agreement. In general, allowable costs are defined by 2 CFR §200.420 – §200.475.

2.4 Amendment

A modification to this Sub-grant Agreement duly executed by the parties.

2.5 Apprenticeship Program

An officially authorized plan which sets forth the terms and conditions for the qualification, recruitment, selection, employment and training of apprentices.

2.6 Assessment

The process whereby applicants are interviewed to determine their employability, motivation, aptitude, abilities and interests in order to develop an individual service strategy for the attainment of the participant's career goals. Testing and counseling are a part of the assessment process.

2.7 Audit

A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Sub-Grantee's financial operations are being properly conducted, financial reports are being presented fairly and the organization is in compliance with applicable laws and regulations. All Sub-Grantees including commercial organizations pursuant to 20 CFR 200(b)(2)(ii) must submit an audit of the program funded under this Sub-grant Agreement as is further delineated herein. For purposes of this Sub-grant Agreement an Audit shall mean an audit conducted in accordance with 2 CFR 200 Subpart F (§200.500-§200.521).

2.8 Barriers to Employment

Characteristics which hinder an individual's ability to participate in the labor market.

2.9 Basic Skills Deficient

With respect to an individual:

(a) who is a youth, the individual's English reading, writing, or computing skills are at or below the 8th grade level based upon their score on a generally accepted standardized test; or

(b) who is a youth or adult, the individual is unable to compute or solve problems, read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

2.10 Broward Workforce Development Board, Inc.

The local workforce development board, which is also referred to as the BWDB, a 501 (c)(3) organization.

2.11 Case Management

Is a client-centered approach in the provision of services to assure they are aligned with an individual's assessment and follows the individual's service strategy or employment plan as agreed to with the individual to ensure access to the workforce activities and supportive services, needed for the individual to succeed.

2.12 Certificate

A certificate awarded in recognition of an individual's attainment of technical or occupational skills by (1) A state educational agency or a state agency responsible for administering vocational and technical education within a state. (2) An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community colleges, proprietary schools, and all other institutions of higher education that are eligible to participate in federal student financial aid programs. (3) A professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g.,

Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities. (4) A registered apprenticeship program. (5) A public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an occupation or profession (e.g., FAA aviation mechanic certification, state certified asbestos inspector). (6) A program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons and (7) Institutions of higher education, which is formally controlled, or has been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes. Certificates awarded by workforce investment boards or their providers are not included in this definition. Work readiness certificates for employability skills training, success seminars or similar training are also not included in this definition.

2.13 Classroom Training

Training conducted in an institutional setting designed to provide individuals with the technical skills and information required to perform a specific job or group of jobs.

2.14 The Code of Federal Regulations

Also referred to as CFR. It is where regulations applicable to a federal grant program can be found. Regulations are also published in the Federal Register.

2.15 Commercial Organization

A private-for-profit entity.

2.16 Cost Allocation Plan

A plan, which identifies and distributes the cost of services provided by support staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category.

2.17 Cost Reimbursement Sub-Grant Agreement

This is a contract format, which provides for the reimbursement of all allowable costs, which have been identified and approved in the contract budget. It requires that the Sub-Grantee maintain the documentation

necessary to support the cost. This contract is a cost reimbursement contract.

2.18 Countable Work Activity

For mandatory WTP participants, a work activity that satisfies the work requirement necessary to be included in the calculation of participation in a WTP program.

2.19 Credential

A nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates. Includes all state education agency recognized credentials.

2.20 Demand Occupation

This is an occupational area, which has been designated as in high demand in the Broward County labor market area.

2.21 Department of Children and Families

Also referred to as DCF.

2.22 Dislocated Worker

In accordance with the WIOA this is an individual who:

(A) (i) has been terminated or laid off, or who has received a notice of termination or layoff, from employment

(ii) (1) is eligible for or has exhausted entitlement to unemployment compensation; or

(2) has been employed for a duration sufficient, as determined by CSBD to demonstrate, an attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a state unemployment compensation law; and

(iii) is unlikely to return to a previous industry or occupation;

- (B) (i) has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise;

(ii) is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or

(iii) for purposes of eligibility to receive services, other than career services, training or support is employed at a facility at which the employer has made a general announcement that such facility will close;
- (C) was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters; or
- (D) is a displaced homemaker as defined in the WIOA.
- (E) (i) is the spouse of a member of the Armed Forces on active duty (as defined in section 101(d)(1) of title 10, United States Code), and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member;
or

(ii) is the spouse of a member of the Armed Forces on active duty and who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

2.23 D.O.T. Codes

The nine-digit Dictionary of Occupational Titles code for a job or occupational title.

2.24 Eligible or Eligibility

Refers to an individual's status in relation to their ability to participate in a grant program.

2.25 Eligible Training Providers List (ETPL)

This is a list of approved training institutions compiled pursuant to WIOA requirements approved by the CSBD governing boards which institutions may provide training to a CSBD participant.

2.26 EmployFlorida

Also referred to as EF it is the Florida Commerce management information and data system.

2.27 Excess Revenue

This refers to revenues in excess of actual costs. All governmental and not-for-profit entities must report and return any excess revenue earned as a result of providing the services and activities under this Agreement.

2.28 Exit

A term which refers to an individual who is no longer considered a program participant and is reported in the State's information system as an individual who has "exited" from the program in which they were enrolled. Although considered "exited" if the participant is a youth they may still be receiving support and/or follow up services.

2.29 FloridaCommerce

The State of Florida Department of Commerce formerly the Department of Economic Opportunity or "DEO."

2.30 Funding Stream

The term funding stream as used herein refers to the State and/or federal grants under which a program or activity is funded. Different funding streams are governed by varying pieces of legislation, statutes and regulations. The grants which comprise the funding streams applicable to this Sub-grant Agreement are identified in the budgets attached hereto as Exhibits A. Sub-Grantee must comply with the federal and state requirements of each funding stream identified in their budget when executing their duties and responsibilities under this Sub-grant Agreement.

2.31 Governor

The Chief Executive Officer of the State of Florida.

2.32 Individual Service Strategy (ISS)

An individual plan for a participant which includes an employment goal, achievement objectives, and the appropriate combination of services

determined during the individual's objective assessment. The ISS includes the training and employability development plans for a participant.

2.33 Individual Training Account (ITA)

An amount set aside to pay for an individual to be able to attend occupational skills training provided by an ETP.

2.34 Industry Based Training

Also referred to as customized training. It is training designed to meet the special requirements of an employer or a group of employers and is conducted with a commitment by the employer to employ an individual upon successful completion of the training; and for which the employer pays a percentage of the cost of the training.

2.35 In School Youth

An individual who is in secondary school and is between the ages of 14 – 21 or in post-secondary school at the time of their application for WIOA services, who has not yet reached the age of 24, and who meets WIOA eligibility criteria.

2.36 Low Income Individual

An individual who:

- A. Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance; or
- B. Is in a family with total family income that does not exceed the higher of:
 - a. The poverty line; or
 - b. 70 percent of the lower living standard income level, or

- c. Is a homeless individual as per the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), or a homeless child or youth (as per the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2)); or
- d. For purposes of in-school youth programs receives or is eligible to receive a free or reduced-price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.); or
- e. Is a foster child on behalf of whom State or local government payments are made; or
- f. Is an individual with a disability whose own income meets the income requirement of i or ii above, but who is a member of a family whose income does not meet this requirement.

2.37 Lower Living Standard Income Level

Is the income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget.

2.38 Occupational Training

Training defined by using the first three digits of the Dictionary of Occupational Titles (DOT) code or a five-digit code as defined by the OES.

2.39 Offender

An adult or juvenile who is or has been subject to any stage of the criminal justice process, or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

2.40 OJT

On-the-Job-Training. All OJT is subject to the CSBD policies governing OJT.

2.41 Out-of-School (OSY)

An individual eligible for WIOA services, who is 16 years of age or older who has not yet reached their 24th birthday and is not attending secondary or post-secondary school and has not attended secondary or post-secondary school for the semester immediately prior to their seeking

enrollment into WIOA as an OSY. Youth enrolled in an alternative education or GED program at the time of application for WIOA services are considered to be OSY. Youth enrolled in drop out recovery are considered to be in-school youth for purposes of WIOA.

2.42 Participant

An individual who has been determined eligible for receipt of the services to be provided under this Sub-grant Agreement.

2.43 Personal Responsibility and Work Opportunity Reconciliation Act

The Personal Responsibility and Work Opportunity Reconciliation Act shall be referred to as the PRWOR 42 U.S.C. 601 et seq. (PRWOR). In Florida, the PRWOR is enacted through the Workforce Innovation Act, Chapter 445 of the Florida Statutes and is referred to as the Welfare Transition Program or "WTP".

2.44 PELL Grant

Federal education grants targeted to assist low-income individuals. Entities, which are PELL eligible, must coordinate PELL assistance with WIOA funds. For OSY enrolled in training, PELL funds must be used before applying for WIOA assisted training.

2.45 Post-Secondary Institution

An institution as defined in the Higher Education Act of 1965.

2.46 Pre-Test and Post Test

Written evaluative instruments, which measure a participant's skill level at entry into and at completion of training.

2.47 Profit

An amount in excess of the cost necessary to operate a program. Profit is allowable under a cost reimbursement Sub-grant Agreement to the extent it is reasonable as determined during contract negotiations. It includes that amount which is associated with proprietary materials included in the cost of the program. Profit may be allocated among the cost categories. Profit may only be earned by private-for-profit organizations.

2.48 Program

The activities and services to be provided by Sub-Grantee under and pursuant to this Sub-grant Agreement.

2.49 Program Costs

Personnel and non-personnel costs related to the provision of services to participants under a WIOA funded contract. Costs include the salaries, fringe benefits, equipment, supplies, space, staff training, transportation and other related costs of personnel providing training, component supervisors, coordinators, clerical staff working on direct training activities or functions, instructional materials and equipment used by or for participants, classroom training space, utility costs, insurance, commercially available training packages, tuition, and OJT reimbursements.

2.50 Program Year

The program year is July 1 to June 30.

2.51 Program Income

Interest earned on any advances under this Sub-grant Agreement or income generated by a contract funded by WIOA as a result of the use or fees charged for the rental of real or personal property, or fees for services performed or conferences, or the sale of commodities or items developed with contract funds, or from the participants' activities under the contract except for OJT or revenue in excess of costs earned by organizations other than commercial organizations.

2.52 Retention

The period an individual remains in an unsubsidized job following job placement or in the case of a WIOA youth, the period the youth remains in a job, the military, post-secondary school or advanced training following exit from the program. The calculation for determining whether the retention period has been met is dictated by the performance measure calculation provided by the state or the federal agency with oversight over the funding stream under which the participant is being served.

2.53 Service Provider

This is the sub-recipient, sub-grant recipient, Sub-Grantee, provider or contractor.

2.54 Slot

A training or employment position, which one or several participants may occupy at different times within the same contract period.

2.55 Stand In Costs

Costs paid from non-federal sources, which may be used to stand in for a disallowed cost as a result of a monitoring or audit finding of a disallowed cost. To be considered stand-in costs must be reported as uncharged program costs and must have been allowable under the grant regulations for the program under which they are proposed to stand-in. They are subject to verification through audit. In order to use in kind costs to stand in for a disallowed cost, State of Florida and federal oversight agency approval must be obtained.

2.56 Sub-Grantee

Helping Advance and Nurture the Development of Youth, Inc. (HANDY, Inc.) formerly known as Helping Abused, Neglected and Disadvantaged Youth, Inc.

2.57 Support

Personnel and non-personnel costs for services such as transportation, childcare, dependent care, housing, and needs-related payments related to the provision of support services to participants necessary for the participant to take part in an activity funded under this Sub-grant Agreement. The various funding streams under which an individual may be served may limit support.

2.58 Tuition

Charges for education provided by an institution of higher education as defined by the Higher Education Act of 1965 Section 1201(a), or a proprietary institution of higher education, as defined by the Higher Education Act of 1965 Section 481(b), that are not more than the charges for such training made available to the general public.

2.59 The United States Department of Labor

Also referred to as DOL or USDOL.

2.60 The Workforce Innovation and Opportunity Act of 2014

Also referred to as WIOA, 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128.

2.61 Work Activity Plan

A plan, which details when specific elements of performance will be achieved by the Sub-Grantee and/or attained by a participant during training. If required and attached as an Exhibit, the work activity plan is an integral part of the contract budget and non-compliance with negotiated time frames and performance levels may result in a determination of non-performance under an agreement.

2.62 Work Experience

A short term or part time work assignment in order to provide a participant with good work habits and basic work requirement skills. The Participant's ISS should identify the length of time which should be justified by the hours needed to provide the training. The work experience must be contextual to the training. For WIOA work experience may be at a for-profit or a private-not-for-profit or governmental entity site. For WTP, work experience is done through community service and may only be at a private-not-for-profit or governmental site.

END OF ARTICLE 2

ARTICLE 3

FISCAL MANAGEMENT

3.1 General Terms

3.1.1 Funding Independent from Consortium Members.

It is agreed that all funds made available to the Sub-Grantee are funds granted to CSBD from the State of Florida under WIOA or other state and federal grants and are not from funding sources of any member of the Council or BWDB.

3.1.2 Compliance with Federal and State Requirements.

- a. The Sub-Grantee agrees to implement this Sub-grant Agreement in accordance with the federal, state and local laws, regulations, policies, and procedures applicable to the funding streams identified in Sub-Grantee's budget. Sub-Grantee understands that nothing in this Sub-grant Agreement will relieve Sub-Grantee from adherence to applicable federal, state, and local laws and regulations. Any conflict or inconsistency between the above and this Sub-grant Agreement will be resolved in favor of those laws, regulations, policies, and procedures. Allowability and allocation of costs to the cost categories shall be governed by 2 CFR 200 et. seq., the federal regulations governing federal funding streams, FloridaCommerce, CSBD policies, and the budget attached to this Sub-grant Agreement as Exhibit A. Any conflict or inconsistency between the above and this Sub-grant Agreement will be resolved in favor of those laws, regulations, policies and procedures. This section shall be construed to allow for CSBD to impose restrictions more limiting than those required by said laws, regulations, policies and regulations.
- b. CSBD reserves the right to use Welfare Transition Program (WTP) grants to fund all or a part of the program and activities to be provided by Sub-Grantee under this sub-grant agreement based upon the availability of funds to CSBD and the allowable use of the funds for the purposes set forth in this Sub-grant Agreement. In the event some or all program activities to be provided under this Sub-grant Agreement are funded with WTP funds Sub-Grantee agrees to enter participant data into the State of Florida "OSST" system as well as in to the state EF system.

3.2 Compensation

3.2.1 Total Compensation

- a. The compensation awarded for the OSY program funded under this sub-grant agreement shall be One Hundred and Fifty Two Thousand Dollars and zero cents (\$152,000.00), for the period July 1, 2024 through June 30, 2025 in accordance with the budget attached hereto as Exhibit A.
- b. Any funds not expended for the period July 1 through June 30, of each program year during which this Sub-grant Agreement is in effect may not be used to support the programs funded under any amendment extending this Sub-grant Agreement for a successive program year.
- c. If Sub-Grantee is a commercial organization and has included profit as a part of a line-item budget, Sub-Grantee shall not be entitled to be paid for that line item until all goods and/or services under this Sub-Grant Agreement have been received. This clause is subject to any additional limitations contained in this Sub-Grant Agreement.

3.2.2 Payments Limited to the Program and Cost Reimbursement Budget

- a. Funds will be made available to Sub-Grantee on a cost reimbursement basis for allowable costs as defined by federal, state and local laws and guidelines and in accordance with the line-item budget limitations within each cost category of the budget attached hereto as Exhibit A.
- b. Funds awarded under this Sub-Grant Agreement or an amendment to this Sub-grant Agreement shall also be limited to:
 - i. The operation of the program described and in accordance with the terms and conditions set forth herein; and
 - ii. The period for performance as stipulated in the introductory clause of this Sub-grant Agreement or as it may be amended.
 - iii. The terms and conditions of this Sub-grant Agreement, including the supporting detail and positions approved in the budget attached to this Sub-grant Agreement as Exhibits A.

Line items not described in Exhibit A will not be subject to reimbursement, this includes but is not limited to the specific costs related to supplies, materials, printing, equipment, increases or changes to staffing, wages and/or fringe benefits, bonuses, incentive payments, or mileage in excess of the CSBD mileage reimbursement policy or as approved by CSBD.

3.3 Fiscal Controls

3.3.1 Maintenance of Fiscal Records in Accordance with GAAP

Sub-Grantee agrees to maintain their books and records in accordance with Generally Accepted Accounting Principles, (GAAP), and to institute fiscal controls as established by CSBD from time to time so as to be able to satisfactorily account for all monies spent in order to perform their obligations under this Sub-grant Agreement.

3.3.2 Segregation of Sub-grant Agreement Funds

Sub-Grantee shall keep program funds segregated from other funds belonging to Sub-Grantee's organization by maintaining separate bank accounts and/or separate ledgers.

3.3.3 Prohibition Against Advances

In no case shall Sub-Grantee be paid in advance of work performed or services rendered.

3.3.4 Sub-Grantee Responsible for Actions of Employees and Representatives

Sub-Grantee shall be responsible for the actions of its representatives, employees, and instructors with regard to all aspects of the Sub-Grantee's program including, but not limited to, program implementation, the certification and submission of time and attendance records, invoices, submission and verification of financial reports, and maintenance of records.

3.3.5 Access to Records Prior to Funding

Upon demand and/or within thirty (30) days prior to funding any program or service, Sub-Grantee shall allow CSBD to evaluate Sub-Grantee's fiscal and personnel systems in order to be assured

of Sub-Grantee's capability to manage the program or project funded by this Sub-grant Agreement or any amendment hereto.

3.3.6 Sub-Grantee Obligation Regarding Training and Support Funds

- a. To assure expenditure requirements are met for the various funding streams and that funds are not over obligated beyond what CSBD has available for each program year Sub-Grantee is responsible for obligating funds which shall be reimbursed or paid to a third party by CSBD. This includes but is not limited to participant support services, work experience wages, tuition payments, and similar types of costs.
- b. Sub-Grantee may be requested to provide CSBD with a weekly report regarding the detail of those obligations. The report shall be provided to the CSBD Sr. Vice President of Operations, in a format and containing information as required by CSBD. Failure to provide the report and resultant over obligations beyond funds budgeted by CSBD for these third-party services will become Sub-Grantee's responsibility for payment. Sums obligated by Sub-Grantee in excess of the amounts budgeted by CSBD will be deducted from invoices due Sub-Grantee and/or will have to be reimbursed to CSBD by Sub-Grantee should Sub-Grantee's invoices be insufficient to cover the expense.

3.4 De-obligation and Failure to Perform

3.4.1 De-obligation for Non-Performance

CSBD may de-obligate or redistribute the funds under this Sub-grant Agreement or any amendment hereto, to alternate Sub-Grantees to the extent that either the Sub-grant Agreement is fully or partially terminated, the Sub-Grantee is not able to perform effectively, or Sub-Grantee's total program costs will not be expended in accordance with the amount of funds awarded under this Sub-grant Agreement.

3.4.2 Funds Limited to the Sub-grant Agreement Program

Funds accrued or allocated to the Sub-Grantee under this Sub-grant Agreement or any amendment to this Sub-grant Agreement cannot be used by the Sub-Grantee to support other programs operated by the Sub-Grantee even under a different Sub-grant Agreement or amendment with CSBD.

3.4.3 Sub-grant Agreement Contingent Upon CSBD's Receipt of Funds

- a. This Sub-grant Agreement is subject to the appropriation of funds by the Florida Legislature. Florida Statutes, Section 287.0582.
- b. Sub-Grantee agrees and understands that funds allocated to the Sub-Grantee under this Sub-grant Agreement or any amendment or modification hereto are contingent upon CSBD's receipt of the federal grant funds under which this Sub-grant Agreement is funded. CSBD, therefore, reserves unto itself the right to unilaterally de-obligate, modify or amend Sub-Grantee's budget in proportion to CSBD's funding level and at the sole discretion of CSBD or if necessary, to suspend or terminate this Sub-grant Agreement or any amendment hereto instantaneously and as may be necessitated by CSBD's funding levels. Any de-obligation, modification or amendment of the funds allocated in the Sub-Grantee's Sub-Grant Agreement, or any amendment hereto, shall be effective upon notification to the Sub-Grantee by CSBD. CSBD shall provide Sub-Grantee thirty (30) days' notice or in the event CSBD receives less than thirty (30) days' notice CSBD shall provide such notice as CSBD receives from its funding sources. In such instances, costs will be reimbursed up to the date of cancellation only; thereafter, neither CSBD nor Sub-Grantee shall have any obligation to complete or otherwise continue the Program.
- c. Sub-Grantee's funding shall be subject to the de-obligation policy adopted by the State. To the extent that Sub-Grantee expenditure rates result in the de-obligation of funds allocated to CSBD by the State, this Sub-grant Agreement may be unilaterally amended to reduce the total funds available in proportion to the funds de-obligated.

3.4.4 Sub-Grantee Salaries

Sub-Grantee salary and bonuses paid with federal funds may not exceed Federal General Services Administration published Executive Level II salaries. The annual limits are published on the OPM.gov website (<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/executive-senior-level>) and USDOL Training and Employment Guidance Letter No. 5-06

3.5 Method of Payment

3.5.1 Invoicing.

- a. In order to receive payment Sub-Grantee shall submit an invoice to CSBD within fifteen (15) working days following the end of each month. Invoices are generally paid within thirty (30) days of receipt.
- b. Invoices submitted more than fifteen (15) days following the termination of the CSBD program year, which is June 30 of each year, will be honored at CSBD's discretion.
- c. The invoice shall be for allowable costs as described in Sub-Grantee's budget and as governed by the rules applicable to the funding streams and grants awarded to Sub-Grantee.
- d. The invoice must be accompanied by all documentation necessary to substantiate the expenses for which Sub-Grantee is seeking reimbursement.
- e. Invoices containing costs not supported by the proper documentation or items not detailed in Sub-Grantee's line-item budget shall be paid minus the expenditures lacking the documentation or not included with the submission of the invoice.
- f. Accuracy and timeliness of the invoices shall be a factor in recommendations made to the CSBD governing boards.

3.5.2 Invoice Errors

- a. Sub-Grantee shall be trained on the correct way to submit invoices for reimbursement of expenses. Following the training, Sub-Grantee will receive a written notice from CSBD for Sub-Grantee invoices which:
 - i. Contain mathematical errors, or
 - ii. Seek reimbursement for items not covered by the budget, or
 - iii. Are submitted late, or
 - iv. Are not accompanied by the appropriate supporting documentation.

- b. If after training and a written notice an invoice is submitted to CSBD with one of the faults described in paragraph a above sub-recipient's inability to provide correct invoices will be reported to the CSBD governing boards at the time that contract renewal is considered.

3.5.3 Reimbursement of Purchases

In the case of a request for reimbursement of costs incurred in the acquisition or leasing of capital and expendable equipment as approved by CSBD, Sub-Grantee shall be required to comply with Article 3, Section 3.7, Property Management, of this Sub-grant Agreement. All capital expenditures must be approved by CSBD in advance and shall be subject to the rules set forth in 2 CFR 200 as they apply to capital expenditures. Funds under this Sub-grant Agreement may not be used for the purchase in whole or in part of real property.

3.5.4 Required Documentation for Submission of Invoices

Sub-Grantee agrees to maintain and provide the following documentation to CSBD, along with Sub-Grantee's invoice for payment. Sub-Grantee understands that invoices submitted without the below described documentation will not be honored.

- a. For mileage reimbursement requests, Sub-Grantee shall use the CSBD mileage form or their own form which contains the same information. Mileage from home to work will not be reimbursed. Sub-Grantee is limited to the CSBD rate when reimbursing its staff for mileage.
- b. For staff payroll reimbursement requests, Sub-Grantees submit time sheets and payroll information. Sub-grant recipients who do not have certified payroll systems in which the payroll register is supported by time sheets must establish a sign-in system. Time sheets shall reflect time allocated across cost categories, contracts or other activities, whether paid for by CSBD or not.
- c. In general, Sub-Grantee must submit copies of the front and back of cancelled checks where applicable of a copy of the electronic payment to substantiate their expenditures in order to be reimbursed. For purchases, Sub-Grantee shall also submit

all procurement documentation, and a copy of the front and back of the cancelled check applicable to the procurement.

- d. For proprietary materials such as books and supplies, Sub-Grantee shall provide signed receipts from students acknowledging delivery of the materials for which CSBD is being charged, along with the front and back of cancelled checks where appropriate.
- e. For reimbursement of rental and utility charges, Sub-Grantee shall provide a copy of the lease and, as appropriate, a copy of the entire phone bill, utility bill, and/or rental Sub-grant Agreement along with the front and back of the cancelled check.
- f. Sub-Grantee may be requested to provide access to participant case notes, participant progress reports and competency tests.

3.5.5 Credits

- a. In the event Sub-Grantee requests a reimbursement for a security deposit on leased equipment or space or other good or service, which payment will be reimbursed to Sub-Grantee at a later date or makes a payment in advance for a good or service for which a credit is later due Sub-Grantee, or receives a credit or discount for an over payment or an aggregated volume purchase or any other discount or reduction in cost, Sub-Grantee shall report such credit, discount or return of payment or overpayment to CSBD and shall be responsible for returning the funds to CSBD.
- b. CSBD reserves the right to deduct such credits, discounts or return payments due or paid to Sub-Grantee, from any outstanding invoice under this Sub-grant Agreement or any Sub-grant Agreement in force between CSBD and the Sub-Grantee at the time of identification of the credit, returned payment, discount or other financial benefit made available to Sub-Grantee as a result of funds made available to Sub-Grantee under this Sub-grant Agreement. CSBD's right to such credits, discounts or return payments are in addition to any other rights or remedies accruing to CSBD under this Sub-grant Agreement and shall survive the termination of this Sub-grant Agreement.

3.5.6 Changes to the Budget

Any change to the budget requires a written request from Sub-Grantee, approval by CSBD and the execution of a Sub-Grant Amendment.

3.5.7 Release of Claims Upon Final Payment

The Sub-Grantee, upon final payment of amounts due under this Sub-grant Agreement, less any credits, refunds, or rebates due to CSBD, hereby releases and discharges CSBD from any financial claims arising from this Sub-grant Agreement.

3.6 Payment Adjustments/Suspensions

3.6.1 Reimbursement of Non-Budgeted and Unallowable Costs

CSBD shall not reimburse or pay any expenditures, costs, or payments for goods and/or services to Sub-Grantee which are found to be unallowable, or which are found to be inconsistent with the last approved budget; provided, however, that said budget may be revised for more efficient and effective use of monies available under the Sub-grant Agreement upon written request by the Sub-Grantee to CSBD and written approval thereof by CSBD in advance of the expenditure.

3.7 Property Management

3.7.1 Property Use Limited to the Program

- a. Property leased or purchased with grant funds, including personal or real property shall only be used in implementing the CSBD programs funded by this Sub-grant Agreement or any amendment hereto. Title to property purchased with funds made available through this Sub-grant Agreement shall vest with the State of Florida and/or CSBD and the property shall be returned to CSBD upon termination of this Sub-grant Agreement.
- b. Sub-Grantee shall not use contract funds to purchase a part or portion of personal property.
- c. In the event that Sub-Grantee enters into a lease for real property with funds under this Sub-grant Agreement:

- i. Sub-Grantee shall assure the lease contains a deobligation clause similar to that contained in this Sub-grant Agreement.
- ii. The lease shall not obligate CSBD.
- iii. If the lease is for a facility owned by Sub-Grantee, then lease payments shall be limited in amount in accordance with the 2 CFR 200.

3.7.2 Sub-Grantee Procurement Requirements

- a. Sub-Grantee agrees to adhere to the requirements set forth in 2 CFR 200.320 in the procurement of goods and services under this Sub-grant Agreement.
- b. Sub-Grantee shall secure CSBD's written approval for the purchase of items not included in Sub-Grantee's budget.
- c. Sub-Grantee shall avoid all conflicts of interest either real or perceived in the procurement of goods and services with contract funds and in the execution of their obligations under this Sub-Grant Agreement.

3.7.3 Sub-Grantee Use of Alternative Procurement System

If Sub-Grantee's purchasing and procurement system is more stringent than that required by 2 CFR 200.320 Sub-Grantee may utilize their procurement system.

3.7.4 Sub-Grantee's Failure to Produce Records

Sub-Grantee expressly agrees that it shall reimburse CSBD for any funds expended under this Sub-grant Agreement or amendment hereto when the Sub-Grantee does not nor cannot produce the documents required to demonstrate that the procurement requirements of this section have been followed or to support/substantiate that the goods and/or services procured and/or purchased have been received.

3.7.5 Inventory Tags

Upon receipt by CSBD of Sub-Grantee's invoice for the purchase of property with CSBD funds, CSBD shall provide Sub-Grantee with inventory tag numbers which tags shall be affixed to the property.

3.7.6 Insurance Coverage for Property

- a. Sub-Grantee shall provide insurance coverage for all property purchased with CSBD funds in the event of loss or damage and shall list CSBD as the named insured with regard to such property.
- b. Any loss, theft, or damage to CSBD/State property, along with the property's inventory tag number shall be reported to CSBD and the local police department as soon as possible following discovery of the loss, theft, or damage, but in any case, not later than thirty (30) days following the actual loss, theft, or damage.
- c. Any recovery made by Sub-Grantee following a report to Sub-Grantee's insurer of the loss, theft, or damage shall be reported to CSBD. CSBD will then inform Sub-Grantee as to whether or not it may use the funds to replace the property or whether the monies should be returned directly to CSBD.

3.7.7 Requirement to Provide a Physical Inventory

Thirty (30) days prior to the end of this Sub-grant Agreement, Sub-Grantee shall present CSBD with a physical inventory of all property located in or out of the CSBD, One-Stop Centers purchased with CSBD funds by Sub-Grantee or CSBD. The physical inventory shall contain a reference to the Sub-grant Agreement under which funds were allocated for the purchase along with the CSBD inventory tag number.

3.7.8 Requirement to Return Property

Within thirty (30) days of the termination of this Sub-grant Agreement or any amendment hereto under which the property was purchased, Sub-Grantee shall return all property purchased with funds under this Sub-grant Agreement or any amendment hereto to CSBD except where Sub-Grantee and CSBD agree in writing that Sub-Grantee may continue to utilize such property for another WIOA, WTP or other grant funded activity.

- a. Sub-Grantee shall inform CSBD in writing by entering a "Track-It" within twenty-four (24) hours of the termination or resignation of any personnel whose salary is in whole or in part paid for under this Sub-grant Agreement so that their access to the CSBD network can be terminated,

- b. Sub-Grantee shall ensure that any equipment issued which was purchased with funds provided by CSBD or any equipment placed on Sub-Grantee's site by CSBD is collected from a terminated employee prior to their departure.

3.8 Sub-grant Agreement Closeout

3.8.1 Sub-Grantee shall comply with all provisions of CSBD's Sub-grant Agreement Closeout Procedures.

3.8.2 Closeout of the program funded under this Sub-grant Agreement upon termination of this Sub-grant Agreement shall be performed in accordance with the terms and conditions of WIOA and state regulations and procedures. Except as expressly waived by CSBD, closeout shall be completed prior to final payment for services performed pursuant to this Sub-grant Agreement. Sub-Grantee shall provide CSBD such information and materials within such time periods as CSBD may require, necessary to complete closeout in accordance with applicable federal and state regulations and procedures.

3.9 Duplicate Funding

3.9.1 Prohibition Against Double Payments

Sub-Grantee costs or earnings claimed under this contract may not also be claimed under another contract or grant from another agency.

3.9.2 Multiple Funding Sources

Sub-Grantee shall utilize a cost allocation methodology which assures that CSBD is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this Sub-grant Agreement. The cost allocation plan and supportive documentation shall be included in the audit of Sub-Grantee's program.

END OF ARTICLE 3

ARTICLE 4

GENERAL CONDITIONS

4.1 Sub-Grantee's Request for Proposal Response

4.1.1 Adherence to the Terms and Conditions of the RFP

- a. Sub-Grantee understands and agrees to adhere to the commitments and requirements established under CSBD's formal Request for Proposal Process and the Request for Proposals Response document, incorporated by reference.
- b. To the extent that any terms or conditions conflict with the terms and conditions as stated in this Sub-grant Agreement the language of the Sub-grant Agreement shall control.

4.2 Political Activity

4.2.1 Application of the Hatch Act

None of the funds or services under this Sub-grant Agreement shall be used for any partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) or the Federal Election Campaign Act, as amended (2 USC section 431).

4.2.2 Partisan and Nonpartisan Activities

No participant or employee whose salary is funded in whole or in part by this Sub-grant Agreement may engage in partisan or nonpartisan political activities during the hours for which the participant or employee is paid with federal grant funds.

4.2.3 Prohibition Against Acting as a Spokesperson for CSBD

No participant or employee whose salary in whole or in part is paid for with funds made available under this Sub-grant Agreement, may at any time, engage in partisan political activities in which such participant or employee represents himself/herself as a spokesperson for CSBD or the program funded under this Sub-grant Agreement.

4.2.4 Placement of Participant or Employees in Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Sub-grant Agreement shall be employed or out stationed in the office of a member of Congress or state or local legislator or on the staff of a legislative committee or in the office of any local elected official(s) of a state or a unit of local government without CSBD's express written approval.

4.2.5 Out Stationing to Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Sub-grant Agreement may be employed or out stationed in positions involving political activities.

4.3 Religious Activity

4.3.1 Prohibition Against Religious Activity

There shall be no religious worship, instruction, or proselytizing as a part of or in connection with the performance of Sub-Grantee's obligations under this Sub-grant Agreement.

4.3.2 Prohibition of Use of Funds for Religious Activities

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto in support of any religious activity or in support of any anti-religious activity. Participants shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

4.3.3 Compliance with the Jessica Lunsford Act

In accordance with Sub-Grantee and State of Florida, requirements CSBD agrees to comply with the Jessica Lunsford Act which consists of a level II background screening via fingerprinting of staff who will visit the program on school grounds when students are present. CSBD will comply with the requirements of the law at Florida Statute sec. 1012.465 and Section 1012.32 Florida Statutes.

4.4 Non-Discrimination

4.4.1 Compliance with Title VI of the Civil Rights Act

Sub-Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended, which prohibits discrimination on the basis of race, color and national origin. In implementation Sub-Grantee agrees to comply with Executive Order 11246 as amended by Executive Order 11375 as well as with section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended.

4.4.2 Compliance with Age Discrimination Laws

Sub-Grantee must comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which protects individuals who are forty (40) years of age or older.

4.4.3 Compliance with the Rehabilitation Act

Sub-Grantee agrees to comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended which prohibits discrimination against qualified individuals with disabilities.

4.4.4 Compliance with Title IX of the Education Amendments of 1972

Sub-Grantee agrees to comply with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs.

4.4.5 Compliance with the Americans with Disabilities Act

Sub-Grantee agrees to comply with applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), in the course of providing services funded in whole or in part by this Sub-grant Agreement.

4.4.6 Compliance with WIOA Non-Discrimination Requirements

If Sub-Grantee is funded to provide WIOA services Sub-Grantee agrees to the requirements of WIOA Section 188 as follows:

a. Prohibition of Discrimination Regarding Participation, Benefits, and Employment.

No individual is excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any funded 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.

b. Prohibition of Discrimination on the Basis of Participant Status

No person may discriminate against an individual who is a participant in a program or activity that receives funds under this Sub-grant Agreement, 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.

c. Prohibition on Discrimination Including Prohibition on Discrimination Against Certain Non-Citizens

Sub-Grantee agrees not to discriminate 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. Participation in WIOA programs and activities shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

d. Application of USDOL Non-Discrimination Requirements

Sub-Grantee shall comply with 29 CFR part 37, 41 CFR part 6 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.

e. Harassment Free Workplace

Sub-Grantee shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by

management. The Sub-Grantee agrees to insert a similar provision in all subcontracts. Public Law 105-220, section 188.

4.4.7 Complaint Procedures

Sub-Grantee agrees to be governed by the complaint and compliance requirements as set forth in 29 CFR parts 31, 32 and 34 with respect to discrimination and equal opportunity requirements.

4.5 Grievances and Grievance Procedures

4.5.1 Sub-Grantee agrees to provide CSBD program participants access to the CSBD grievance procedures with respect to a non-criminal grievance or complaint arising in connection with WIOA programs operated by Sub-Grantee other than civil rights complaints. Sub-Grantee agrees to be bound by any decision arrived at as a result of taking part in the procedure. With respect to WIOA participants, the final resolution of the grievance must be within sixty (60) days of the filing of the formal grievance or complaint as per the WIOA Regulations.

4.5.2 Sub-Grantee agrees to comply with the grievance procedures applicable to Providers in the event of a grievance with respect to CSBD.

4.5.3 Whenever CSBD forwards or notifies Sub-Grantee of customer complaints about the workforce system received from the State or other external sources Sub-Grantee shall assist CSBD in investigating the complaint in a timely manner, and agrees to take appropriate action to resolve the complaint as shall be determined by CSBD.

4.5.4 Hearings regarding grievances in which a finding is made in Sub-Grantee's favor are subject to state and federal approval and Sub-grant Agreement. If the State and/or federal oversight entity does not agree with the finding, whether it is regarding a participant complaint or a questioned or disallowed cost as a result of a monitoring or audit finding, Sub-Grantee shall comply with the State or federal determination and in the event of a questioned or disallowed cost Sub-Grantee shall be liable to CSBD for repayment of the cost which has been questioned or disallowed.

4.6 Communications, Program Names, Signage, Publicity and Publication

- 4.6.1 Sub-Grantee may not undertake any publicity or publish for public consumption any results or information about its program or the participants without prior review by the CSBD President/ CEO. All radio and television announcements/advertisements and general newspaper articles and advertisements must be coordinated through CSBD's Executive Department, and must indicate that the program is funded by the BWDB, Inc., and the CSBD Council of Elected Officials through funds made available through the State of Florida and the applicable grant funding stream. This requirement includes all participant forms, announcements, manuals, handbooks and other informational materials produced by Sub-Grantee.
- 4.6.2 Any public outreach using marketing materials such as but not limited to brochures, flyers, articles, presentations, electronic communiqués, promoting a CSBD funded program must be coordinated with and approved by the CSBD President/CEO or their designee. All media outreach efforts regarding CSBD funded programs must be done in conjunction with and must be coordinated with and approved by the CSBD Vice President of Communications.
- 4.6.3 Communications, oral or written, between Sub-Grantee and CSBD and/or its governing boards shall be initiated through contact with the CSBD President/CEO prior to making any contact with the members of the CSBD governing boards.
- 4.6.4 In order to comply with the Steven's Amendment when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing the program funded in whole or in part by this sub-grant, Sub-Grantee shall include: 1) The percentage of the total costs and the dollar amount financed with funds under this Sub-grant and 2) The amount of non-federal contribution to the grant.

4.7 Sub-awards and Sub-contractors

4.7.1 Prohibition Against Assignment and Subcontracting

Sub-Grantee shall not assign, delegate, sub-grant, subcontract or in any way transfer any of its rights or responsibilities or any part of the work or services to be provided for under this Sub-grant Agreement without CSBD's prior written approval.

4.7.2 Subcontracts Must Be in Writing

Services approved for sub-granting or subcontracting shall be specified by a written Sub-grant Agreement and shall be subject to each provision of this Sub-grant Agreement. A copy of the subcontract shall be provided to CSBD upon request.

4.7.3 Subcontracts and Sub-awardee's Subject to Applicable Laws

All subcontracts shall be subject to the federal, state, and local laws and regulations governing the grant funds awarded to Sub-Grantee under this Sub-grant Agreement.

4.7.4 Subcontracts Subject to Procurement Requirements

Selection of subcontractor(s) is subject to the procurement requirements described in this Sub-grant Agreement.

4.7.5 Notice of Actions Involving Subcontractors

The Sub-Grantee shall give CSBD immediate notice in writing of any action or suit filed, or of any claim made against the Sub-Grantee by any subcontractor or vendor which in the opinion of the Sub-Grantee may result in litigation, related in any way to this Sub-grant Agreement or any amendment hereto.

4.8 Notice

4.8.1 Notice to CSBD

All notices required to be given to CSBD under this Sub-grant Agreement shall be sufficient when hand delivered or mailed or delivered by same-day courier, or on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested, or upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS), to CSBD at its office at 2890 W. Cypress Creek Road, Ft. Lauderdale, FL 33309, addressed to the CSBD President/CEO with a copy to be forwarded to the Vice President of Operations.

4.8.2 Notice to Sub-Grantees

All notices required to be given to the Sub-Grantee under this Sub-grant Agreement shall be sufficient when hand delivered or mailed

or delivered by same-day courier, or on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested, or upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS), to the Sub-Grantee at its office located as stated on page one (1) of this Sub-grant Agreement.

4.9 Assurances and Certifications

Sub-Grantee understands that CSBD is bound and must comply with the Assurances and Certifications appended hereto as Exhibit D.

4.10 Integration

4.10.1 Exhibits

The parties hereto agree and understand that the words and figures contained in the following list of documents are incorporated by reference, and are as fully a part of this Sub-grant Agreement as if such documents were set forth verbatim and at length herein.

- a. Exhibit A – The OSY Budget
- b. Exhibit B - Individual Nondisclosure Confidentiality Certification
- c. Exhibit C – State Data Sharing Sub-Grant Agreement (Non-Disclosure and Confidentiality Sub-grant Agreement)
- d. Exhibit D – Assurances
- e. Exhibit E - Debarment Form
- f. Exhibit F - Lobbying Form
- g. Exhibit G – Lobbying Certification Form
- h. Exhibit H – Drug Free Workplace Certificate
- i. Exhibit I – Certification Regarding Environmental Tobacco Smoke
- j. Exhibit J - The Request for Proposal and Sub-Grantee's Request for Proposal Response except as it has been modified by Article 7 the Work Statement including the Work Activity

Schedule submitted by Sub-Grantee with their proposal response.

- k. Exhibit K - WIOA, Public Law 105-220 (Aug. 7, 1998), WTP Public Law 104-193 (August 22, 1997), statutes and regulations applicable to the grant funding streams identified in Sub-Grantee's budget.
- l. Exhibit L - Child Labor Laws, as applicable. Exhibit L - Child Labor Laws (29 USC 203): Employment of Minors Between Fourteen (14) and Sixteen (16) Years of Age (Subpart C), Occupations Particularly Hazardous for the Employment of Minors Between Sixteen (16) and Eighteen (18) Years of Age or Detrimental to Their Health or Well-being (subpart E).
- m. Exhibit M - Immigration and naturalization service regulations for employers and employees **Public Law 107 -124 and 107-125**

4.10.1 Exhibit J is a public record and is in the possession of Sub-Grantee and CSBD, it is not attached to the Sub-grant Agreement and is maintained in the CSBD Offices. Exhibits K, L and M are public laws and are not attached to this Sub-grant Agreement.

4.10.2 A copy of all the above documents, other than the statutes and regulations, which are public documents, will be maintained on file at the CSBD offices. One (1) copy of the executed Sub-grant Agreement and Exhibits will be furnished to the Sub-Grantee by CSBD.

4.11 Vested Powers

All powers not explicitly vested in the Sub-Grantee by this Sub-grant Agreement will remain with CSBD.

4.12 Termination

4.12.1 This Sub-grant Agreement may be terminated as follows:

- a. CSBD or Sub-Grantee may request a termination for convenience upon thirty (30) days prior written notice to Sub-Grantee or such shorter period as may be mutually agreed to by the Sub-Grantee and CSBD. Sub-Grantee will be entitled to receive compensation for services performed in accordance with the conditions set forth herein through the date of

termination. However, CSBD shall not be liable for any expenses incurred by the Sub-Grantee after the effective date of termination of the Sub-grant Agreement or any amendment hereto.

- b. CSBD may immediately terminate this Sub-grant Agreement if either the federal government or the State of Florida fails to provide CSBD with the grant(s), under which this Sub-grant Agreement is funded.
- c. CSBD may terminate this Sub-grant Agreement at any time that the CSBD authorized representative, which shall be the President/CEO, determines that:
 - i. Sub-Grantee has failed to provide any of the services Sub-Grantee has contracted to provide; or
 - ii. Sub-Grantee has failed to comply with any of the provisions contained in this Sub-grant Agreement or any amendment hereto; or
 - iii. Sub-Grantee fails to perform in whole or in part under this Sub-grant Agreement or fails to make sufficient progress so as to endanger the performance of Sub-Grantee's obligations to provide the contracted for programs or services; or
 - iv. Sub-Grantee has failed to comply with the statutes or regulations applicable to the programs/services funded by this Sub-grant Agreement or any amendment hereto; or,
 - v. Sub-Grantee has failed to take corrective action as described in Article 4 section 4.12.2, or
 - vi. Sub-Grantee has taken an action, which in the opinion of the CSBD President/CEO, the CSBD monitors, auditors, the State, the BWDB, or the CSBD Council of Elected Officials, jeopardizes the program or the funds made available under this Sub-grant Agreement.
 - vii. Sub-Grantee has employed illegal aliens in violation of the Immigration and Nationality Act, 8 U.S.C. 1324(a).

4.12.2 Suspension and Termination

If CSBD elects to terminate this Sub-grant Agreement under the provisions set forth in Article 4, Section 4.12.1, above, CSBD may immediately suspend the Sub-grant Agreement and refuse any payments due the Sub-Grantee. The Sub-Grantee shall be notified in writing of CSBD's suspension and of CSBD's termination of the Sub-grant Agreement. If CSBD allows the Sub-Grantee a period of resolution to correct the problem, then Sub-Grantee shall have ten (10) working days in which to respond in writing with a corrective plan. Failure to respond with a corrective plan acceptable to CSBD shall result in a termination notice to Sub-Grantee effective from the time of the original suspension.

4.12.3 Suspension of Payments

CSBD may immediately suspend payment to Sub-Grantee at any time that the CSBD President/CEO has sufficient cause to seek termination of this Sub-grant Agreement as described in Article 4, Section 4.12. If CSBD grants the Sub-Grantee the opportunity to correct the problem, then suspension of payments shall remain in effect until CSBD determines the problem has been resolved and the program continues, or until CSBD terminates the program, at which time no payments would be made after the date of the original suspension.

4.12.4 Payments Due Sub-Grantee in the Event of a Termination

In the event of a termination, the Sub-Grantee shall be paid for services rendered up to the date of termination as described above, however, from the amount due there shall be deducted:

- a. All advances or other payments on account made to the Sub-Grantee which are applicable to the terminated portion of this Sub-grant Agreement; and
- b. Any credits, discounts or overpayments as described in Article 3 above; and
- c. Any claim which CSBD may have against the Sub-Grantee in connection with this contract or any other prior Sub-grant Agreement; and

- d. The agreed-for-price for, or the proceeds of the sale of, any materials, supplies or other things acquired by the Sub-Grantee or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to CSBD; and
- e. Any outstanding questioned or disallowed costs attributable to the Sub-Grantee arising out of an investigation, monitoring report or audit of this Sub-grant Agreement or any other Sub-grant Agreement Sub-Grantee had with CSBD; and
- f. Any unallowable costs; and
- g. If a termination under this Sub-grant Agreement is partial, prior to the settlement of the terminated portion of this Sub-grant Agreement, the Sub-Grantee may file a request in writing with CSBD for an equitable adjustment of the price or prices specified in the Sub-grant Agreement relating to the continued portion of the contract.

4.12.5 Sub-Grantee Liability

In the event of a termination for cause, Sub-Grantee shall be liable to CSBD for damages sustained by CSBD by virtue of any breach of the Sub-grant Agreement by the Sub-Grantee including court costs and reasonable attorney's fees.

4.13 Maintenance of Effort

4.13.1 Sub-Grantee Assurance Labor Conditions

To assure maintenance of effort the program funded by this Sub-grant Agreement:

- a. Shall result in an increase in workforce opportunities over those, which would otherwise be available.
- b. Shall not result in the displacement of currently employed workers by either a participant or an individual employed to carry out the obligations under this Sub-grant Agreement, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.
- c. Shall not impair current contracts for services or collective bargaining Sub-grant Agreements or result in the substitution of federal funds made available by this Sub-grant Agreement to

subsidize work that would otherwise be performed by the Sub-Grantee.

- d. Shall not create a job in a promotional line for either a participant or an individual employed to carry out the obligations under this Sub-grant Agreement, which will infringe in any way upon the promotional opportunities of a currently employed individual.
- e. When Sub-Grantee anticipates a situation, such as that described in Article 4, Section 4.13 above, Sub-Grantee shall immediately notify CSBD and await instruction prior to expending any funds as contracted for in connection with the operation of its program.

4.13.2 Participant Placement

No participant shall be employed or job opening filled with an individual whose salary is funded by this Sub-grant Agreement:

- a. When any other individual is on lay-off from the same or any substantially equivalent job; or
- b. When the employer/Sub-Grantee has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant or employee whose wages are subsidized by federal grant funds or paid for with federal grant funds.

4.13.3 Relocation

Sub-Grantee shall not use any of the funds under this Sub-grant Agreement to encourage, or induce the relocation of an establishment. Sub-Grantee shall not enter into any Sub-grant Agreement or relationship with a relocated establishment for the conduct of customized or skill training, on the job training, or company specific assessments of job applicants for a period of one hundred and twenty (120) days after the establishment has opened its doors for business with the general public. Establishments include successors in interest. Violations of this section shall result in double damages to be repaid to CSBD.

4.14 Nepotism

4.14.1 Prohibition in Employment

Sub-Grantee may not hire a person in an administrative capacity, staff position, or on-the-job training position funded through a federal grant if a member of that person's immediate family is employed in an administrative capacity for CSBD or the Sub-Grantee. Sub-Grantee shall make full disclosure regarding any procurements which are not arm's length including small business purchases, and may not enter into any Sub-grant Agreements or make purchases without CSBD's approval where a conflict of interest, or the appearance of a conflict of interest exists or the purchase is not arm's length and involves a family member as described herein, or a business partner or related company.

4.14.2 Applicability of Stricter Standards

Where the Sub-Grantee's nepotism guidelines or state or local guidelines are more stringent than the above requirement, those guidelines shall be followed instead.

4.14.3 Individual Recommendations

No individual whose salary is funded in whole or in part under this Sub-grant Agreement, or who is responsible for carrying out the obligations under this Sub-grant Agreement shall appoint, employ, advance, or advocate for the appointment, employment, promotion, or advancement, a member of that individual's immediate family, to a position with the Sub-Grantee's organization.

4.14.4 Procurement of Goods and Services

Neither Sub-Grantee nor any individual whose salary is funded in whole or in part under this Sub-grant Agreement, or who is responsible for carrying out the obligations under this Sub-grant Agreement for the Sub-Grantee, shall enter into a contract, and/or purchase goods, and/or services with funds made available under this Sub-grant Agreement from:

- A. A member of that individual's immediate family.
- B. A member of Sub-Grantee's staff or their immediate family or

C. From a Consultant or Subcontractor unless the item was separately procured and CSBD approved the purchase after full disclosure, or

D. From a related company or affiliate of any of the individuals or entities identified herein.

4.14.5 Definition of Immediate Family Member

Immediate family member for purposes of this section shall mean a wife, husband, son, daughter, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, mother, father, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, grandchild, half-brother, half-sister and first cousin.

4.15 Application of the Davis Bacon Act to Programs Operated Under this Sub-grant Agreement

4.15.1 Davis Bacon Wages

Sub-Grantee agrees to apply Davis Bacon wage rates to projects funded under this Sub-grant Agreement which involve construction, alteration or repair including painting and decorating of buildings, projects, and works which are not ordinarily done by Sub-Grantee's regular work force.

4.15.2 Copeland Anti-Kickback Act

Sub-Grantee shall comply with the requirements of the Copeland Anti-Kickback Act 40 U.S.C. § 276c (1995)/18 U.S.C. 874 and the regulations promulgated thereunder 29 CFR § 3 (1995)/29 CFR § 5 (1995).

4.16 Prohibition Against Unallowable and Criminal Activities

4.16.1 Unallowable, Fraudulent and Criminal Activities

- i. Sub-Grantee shall not enroll ineligible individuals, embezzle, willfully misapply, steal or obtain by fraud any moneys, funds, assets or property which are the subject of this Sub-grant Agreement or amendments hereto. If Sub-Grantee violates this provision, Sub-Grantee shall be required to refund all monies and shall be subject to the sanctions of the applicable grant legislation and to the criminal provisions of Title 18 of the United States Code Section 665. The Sub-Grantee shall also be subject to the immediate suspension of payments by CSBD

under this Sub-grant Agreement and amendments hereto and immediate termination by CSBD of this Sub-grant Agreement and any amendments hereto.

- ii. Sub-Grantee shall comply with 2 CFR 200.113 and promptly make a written disclosure to CSBD whenever it has “credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations” or a violation of the civil False Claims Act.

4.16.2 Reporting of Waste, Fraud and Abuse

Sub-Grantee may not require employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting their employees or contractors from reporting such waste, fraud, or abuse. P.L. 115-141, Division E, Title VII, Section 743.

4.16.3 Prohibition Against Solicitations and Gratuities

Sub-Grantee agrees and understands that no officer or employee of the Sub-Grantee shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential sub-contractor or employer or from any staff person or elected official connected with CSBD.

4.16.4 Prohibition on Contracting with Corporations with Felony Criminal Convictions

Sub-Grantee certifies that neither they nor any of their officers or directors have been convicted of a felony criminal violation under any Federal law within the preceding 24 months and agrees that they will not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months. P.L. 115-141, Division E, Title VII, Section 746.

4.16.5 Prohibition on Contracting with Corporations with Unpaid Tax Liability

Sub-Grantee certifies that they have no unpaid Federal tax liability and that they will not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to,

or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability. P.L. 115-141, Division E, Title VII, Section 745.

4.16.6 Prohibition Against the Payment of Fees

Sub-Grantee agrees and understands that no funds provided for by this Sub-grant Agreement or amendments hereto shall be used for the payment of a fee charged to an individual for the placement or referral of that individual to a training program funded under WIOA.

4.16.7 Requirement for Blocking Pornography Pursuant to P.L. 115-141, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

4.16.8 Prohibition Against Lobbying

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto for lobbying federal, state, or local legislators in accordance with the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352

4.16.9 Prohibition on Providing Federal Funds to ACORN

Sub-Grantee may not provide sub-grant funds to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors. P.L. 115-141, Division H, Title V, Section 522.

4.16.10 Prohibition on Trafficking in Persons

During the time this sub-grant is in effect Subrecipient and subrecipients' employees may not (A) Engage in trafficking in persons (B) Procure a commercial sex act or (C) Use forced labor in the performance of this subaward under the award and shall be in compliance with 22 U.S.C. 7102 et seq.

4.17 Child Labor Laws and the Pro Children Act

- a. Sub-Grantee shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Sub-grant Agreement or amendments hereto.

b. Sub-Grantee agrees to comply with the Pro-Children Act 20 U.S.C. 6083.

c. Prohibition on Procuring Goods Obtained Through Child Labor

Sub-Grantee agrees not to expend funds for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 18, 2015. DOL listed at: <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>. P.L. 115-141, Division H, Title I, Section 103.

4.18 Collective Bargaining Sub-Grant Agreements

4.18.1 Application of Collective Bargaining Sub-Grant Agreements

Sub-Grantee agrees and understands that it must comply with and shall not violate the terms and conditions of any collective bargaining Sub-grant Agreement in effect during the course of this Sub-Grant Agreement.

4.18.2 Activities Inconsistent with Collective Bargaining Sub-Grant Agreements

If the program funded under this Sub-grant Agreement would be inconsistent with the terms of a collective bargaining agreement, then Sub-Grantee shall seek the written concurrence of both the labor organization and the employer concerned prior to operating such programs. Failure to receive a response to a written request may be deemed concurrence.

4.19 Unions

4.19.1 Use of Funds

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto to assist, promote, or deter union organizing.

4.19.2 Placement During a Work Stoppage

No participant may be placed into, or remain working in any position which is affected by labor disputes involving a work stoppage. Sub-Grantee shall make every effort to relocate

participants who wish to remain working, into suitable positions unaffected by the work stoppage.

4.19.3 Union Membership

Sub-Grantee shall not require any participant in a position funded by this Sub-grant Agreement to join a union in order to receive institutional training unless the participant is subject to a collective bargaining Sub-grant Agreement containing a union security provision.

4.20 Working Conditions

4.20.1 Appropriate Conditions

Sub-Grantee agrees that conditions of employment and/or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participants.

4.20.2 Hazardous and Dangerous Conditions

Sub-Grantee shall not place participants at work or training sites which are or could reasonably be expected to be hazardous, dangerous, unsafe or unsanitary. Participants assigned to work in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.

4.20.3 Benefits and Working Conditions

Participants shall be accorded the same benefits and working conditions accorded other employees working a similar length of time and doing similar types of work.

4.20.4 Health and Safety Standards

Health and Safety Standards established by state and federal laws applicable to working conditions of employees shall be equally applicable to participants. At a minimum contractor shall comply with the Work Hours and Safety Standards Act, 40 U.S.C. 327 et al and 29 CFR part 5.

4.20.5 Fair Labor Standards

Sub-Grantee shall adhere to the Fair Labor Standards Act with respect to hours of work and working conditions as appropriate and to the Fair Labor Standards Act Amendment for Major Disasters. P.L. 115-141, Division H, Title I, Section 109

4.20.6 Contributions to Retirement Systems

No funds available under this Sub-grant Agreement may be used for contributions on behalf of any participant to a retirement system or plan.

4.21 Program Income

4.21.1 Program Income Must be Returned to CSBD

All income as defined in Article 2, Section 2.50, realized in operating a program provided for under this Sub-grant Agreement or any amendment hereto shall be reported to and returned to CSBD at the end of each quarter during which the income was realized and, in any event, shall be reported and returned to CSBD upon termination of this Sub-grant Agreement. Program income does not include income from royalties and license fees for copyrighted material, patent, patent applications, trademarks, and inventions.

4.21.2 Audits Must Contain a Program Income Schedule

Sub-Grantee agrees to include in their audits a schedule prepared by their auditor detailing program income realized under this contract.

4.21.3 Continuation of Program Income Revenues

Rental income and user fees on real and personal property acquired with contract funds shall continue to be program income upon termination of this Sub-grant Agreement. Sub-Grantee shall make provision for accounting for such funds and returning the income to CSBD.

4.21.4 Sub-Grantee Use of Program Income

In the event that Sub-Grantee wishes to use program income to further or enhance activities funded by this Sub-grant Agreement Sub-Grantee may request such permission in writing from the CSBD President/CEO who shall consider such request and reply in writing either approving or denying the request. There shall be no appeal of the President/CEO's decision. Program income may only be used for allowable activities and costs. In the event that the use of program income is approved it shall be added to contractor's budget in accordance with the amendment provisions under this Sub-grant Agreement.

4.22 Insurance and Bonding

4.22.1 Sub-Grantee agrees to maintain the insurance required by this Sub-Grant Agreement in full force and effect throughout the term of this Sub-Grant Agreement and during any renewal or extension term of the Sub-Grant Agreement. The insurance shall be of such types and in accordance with the terms and limits noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Sub-Grantee.

4.22.2 Sub-Grantee will provide CSBD Certificates of Insurance, evidencing the required coverage prior to Sub-Grant Agreement start including all endorsements required herein and shall keep such certificates current during the entire term of this Sub-Grant Agreement. If Sub-Grantee fails to maintain insurance as specified in this Sub-Grant Agreement, CSBD may terminate this Sub-Grant Agreement upon seven (7) days' written notice. The certificates of insurance shall:

- a. Provide that the Insurance shall not be changed, canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to CSBD. If a thirty (30) day notice of cancellation endorsement is not received, the cancellation clause must include language as follows:

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED.

- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- c. If the Sub-Grant Agreement term goes beyond the expiration date of the insurance policy, Sub-Grantee shall provide CSBD with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. CSBD reserves the right to suspend the Sub-Grant Agreement until this requirement is met.

4.22.3 Any costs for adding CSBD as an additional insured may be reimbursed by CSBD and shall be included in the Sub-Grantee's budget

4.22.4 The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Sub-Grant Agreement date or prior.

- a. The certificate shall contain the title of the insurance contract and contract number.
- b. The Certificate Holder should read as follows: CareerSource Broward, 2890 W Cypress Creek Road, Fort Lauderdale, FL 33309

4.22.5 The Sub-Grantee's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Sub-Grantee shall not be interpreted as limiting the Sub-Grantee's liability and obligations under this Sub-Grant Agreement. The policy or policies of insurance required by this Sub-Grant Agreement must be issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by CSBD. Coverage will be on the most current form of the relevant policy. The policy or policies of insurance maintained by the Sub-Grantee shall provide the minimum limits and coverage as applicable to this project as set forth herein.

4.22.6 Deductible of Self Insurance Retention

- a. Sub-Grantee has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- b. All insurance policies required by this Sub-Grant Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000, which deductible shall be subject to approval by CSBD. Sub-Grantee shall be solely responsible for reimbursement of any deductible to the insurer

4.22.7 If the Sub-Grantee's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Sub-Grant Agreement, the Sub-Grantee may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

4.22.8 Any exclusion or provision in the insurance maintained by the Sub-Grantee that excludes coverage for work contemplated in this Sub-Grant Agreement shall be unacceptable and shall be considered breach of contract.

4.22.9 Sub-Grantee shall provide notice of any and all claims, accidents, and any other occurrences associated with this Sub-Grant Agreement to Sub-Grantee's insurance company and to the CSBD VP of Operations and the CSBD VP of Human Resources as soon as practical.

4.22.10 It is the Sub-Grantee's responsibility to ensure that any and all of Sub-Grantee's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Sub-Grantee.

4.22.11 CSBD shall retain the right at any time to review the coverage, form and amount of the insurance required hereby (as described above). If, in the opinion of CSBD, the insurance provisions in this Sub-Grant Agreement do not provide adequate protection for CSBD, CSBD may, by providing Sub-Grantee at least sixty (60)

days written notice, require Sub-Grantee to obtain insurance sufficient in coverage, form and amount to provide adequate protection. CSBD requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks which actually exist at the time a change in insurance is required. In event CSBD should change its insurance requirements as provided in this paragraph and Sub-Grantee shall secure different or additional insurance, the additional cost directly associated with meeting CSBD's new insurance requirements, if any, shall be charged to and paid by CSBD.

4.22.12 The Sub-Grantee shall maintain during the term of this Sub-Grant Agreement, the insurance and bonding specified below. This is in addition to the theft coverage required in Article 3.

a. Third Party Liability

COMMERCIAL/THIRD PARTY GENERAL LIABILITY insurance shall be maintained for the life of the contract. This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly or indirectly from the performance of the Sub-Grant Agreement. It must be an occurrence form policy. CSBD and its governing boards, the CSBD Council of Elected Officials and the Broward Workforce Development Board, Inc., their officers, directors, agents, servants, employees and volunteers shall be covered and named as an additional insured on the certificate for commercial general liability insurance with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Sub-Grantee. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for Bodily Injury Liability, Property Damage Liability and Personal injury. The policy must include coverage for Contractual Liability and Independent Sub-Grantees. The coverage shall contain no special limitation on the scope of protection afforded to CSBD, or the CSBD governing boards or their officers, directors, employees, and volunteers.

b. Fidelity Bond

Coverage in an amount not less than \$1,000,000 per loss for dishonest acts of the Sub-Grantee's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Sub-Grantee shall secure insurance through a surety bond to provide coverage for an amount equal to three months of the payroll, fee and cost of benefits awarded under this contract.

In the event that Sub-Grantee has several contracts with CSBD, the insurance policy shall cover an amount equal to three months of total costs across all contracts to include the payroll for the period, taxes and insurance, Sub-Grantee's fee and cost of benefits awarded. The policy shall name CSBD, the CSBD governing boards, the CSBD officers, directors and those employees in positions allowing for access to or control of funds to be paid to Sub-Grantee under this Sub-Grant Agreement. The Sub-Grantee agrees to reimburse CSBD for any loss incurred by CSBD under this Sub-Grant Agreement. Sub-Grantee shall be liable for any sums not covered and/or paid by their insurer.

c. Workers Compensation.

Coverage must be afforded per Federal and State of Florida, Chapter 440, Florida Statutes with minimum statutory limits or elective exemptions as defined in Section 440, Florida Statutes. Any person or entity performing work for or on behalf of CSBD must provide Workers' Compensation insurance. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against CSBD and the CSBD governing boards, their officers, directors, employees, and volunteers for all losses or damages. The Workers Compensation Policy must include Employers' Liability with minimum limits of \$100,000 for each accident. CSBD requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from others or equivalent.

Participants on a work experience assignment subsidized with WIOA funds under this Sub-grant Agreement are covered for

work related injuries by the State of Florida and in the event of an injury Sub-Grantee shall coordinate with the CSBD VP of Human Resources to coordinate coverage.

d. Non-Owner Coverage

Business Automobile Liability insurance for all Owned, Hired, Scheduled, and Non-Owned vehicles coverage for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. CSBD, the CSBD governing boards, their officers, directors, employees, and volunteers shall be named as additional insureds on the certificate of insurance. If Sub-Grantee does not own vehicles, Sub-Grantee shall have the option to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of an endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy. The insurance must be an occurrence form policy.

Directors and Officers, Employment Practice Liability and Errors and Omission Coverage

Non-governmental Sub-Grantees shall maintain Directors and Officers Liability Insurance, which shall include Employment Practice Liability and Errors and Omission Coverage. Errors and Omission Coverage may not be paid for with WIOA funds, Coverage shall be in the amount of at least one million dollars (\$1,000,000.00) and shall name CSBD Employment Solutions as an additional insured as required herein.

4.23 Independent Sub-Grantee

The Sub-Grantee understands and agrees that it is an independent contractor and no provision of this Sub-grant Agreement shall be construed as creating an agency or employment relationship between CSBD and Sub-Grantee or Sub-Grantee's employees.

4.24 Indemnification Applicable to State Agencies and Governmental Entities

If Sub-Grantee is a state agency as defined in Chapter 768.28, Florida Statutes, Sub-Grantee agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Sub-Grantee as a political subdivision of the State of Florida to be sued by third parties

in any matter arising out of this or any other contract, this Sub-grant Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Sub-grant Agreement. To the extent considered necessary by CSBD any sums due Sub-Grantee under this Sub-grant Agreement may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Sub-grant Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

4.25 Conflict of Interest

4.25.1 Sub-Grant Agreement warrants that they did not solicit, pay, or offer some other form of consideration to any BWDB or CSBD Council Member, CSBD staff person, or other elected official or public officer in order to obtain this contract award.

4.25.2 Sub-Grantee assures that it is in compliance with the WIOA and other federal and state applicable conflict of interest restrictions.

4.25.3 Sub-Grantee agrees to abide by CSBD's Code of Conduct or with its own organizational Code of Conduct so long as it meets the minimum standard set forth in 2 CFR 200.

4.25.4 Neither Sub-Grantee nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Sub-Grantee's loyal and conscientious exercise of judgment related to performance under this Sub-Grant Agreement.

4.25.5 Sub-Grantee agrees that none of its officers or employees shall during the term of this Sub-Grant Agreement serve as an expert witness against CSBD, the CSBD Council of Elected Officials, or the BWDB, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CSBD or the BWDB or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

4.25.6 In the event Sub-Grantee is given written authorization from CSBD to utilize subcontractors to perform any services required by this Sub-Grant Agreement Sub-Grantee agrees to prohibit such

subcontractors by written contract, from having any conflicts as within the meaning of this section.

4.26 Applicability of Governing Laws

This Sub-Grant Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation arising out of or concerning this Sub-Grant Agreement shall be in Broward County, Florida.

In addition to other indemnification and assumption of liability agreed to herein, Sub-Grantee shall be responsible for the cost of legal defense awards, damages, penalties and/or fines for claims brought against Sub-Grantee and also naming CSBD for acts of commission and/or omissions on the part of the Sub-Grantee in relation to employees, consultants, agents or persons providing goods and/or services under this Sub-grant Agreement. Sub-Grantee may secure Directors and Officers Liability Insurance for coverage of such contingencies. Costs attributable to such coverage may be paid for with funds provided under this Sub-grant Agreement so long as it they are budgeted for within the line items of the budget attached as Exhibit A.

4.27 Sub-Grant Agreements in Excess of \$100,000.00

To the extent this contract is funded in excess of one hundred thousand dollars (\$100,000.00) of federal grant funds Sub-Grantee shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

4.28 Representation Regarding Quality

4.28.1 Sub-Grantee represents that all person delivering the services required by this Sub-grant Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof to adequately and competently perform the duties, obligations, and services set forth in this Sub-grant Agreement and to provide and perform such services to CSBD's satisfaction for the agreed compensation.

4.28.2 Sub-Grantee shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of services under this Sub-grant Agreement.

4.28.3 Sub-Grantee shall perform its duties, obligations, and services under this Sub-grant Agreement in a skillful, respectable and cost-conscious manner. The quality of Sub-Grantee's performance and all interim and final product(s) provided to or on behalf of CSBD shall be comparable to the best local, state and national services.

4.29 Transportation Requirement

If participants are to be transported and Sub-Grantee is receiving WTP funds Sub-Grantee shall comply with the provisions of F.S. 427 and Rule Chapter 41-2 FAC.

4.30 Health Insurance Requirements

4.30.1 Except for exemptions identified in the statute or regulations federal funds may not be used to enter into or renew a contract for health insurance coverage which includes a provision for drug coverage unless the contract includes a provision for contraceptive coverage. P.L. 115-141, Division E, Title VII, Section 726.

4.30.2 Health coverage must comply with the restriction on abortions Pursuant to P.L. 115-141, Division H, Title V, Sections 506 and 507.

4.31 E-Verify

4.31.1 Sub-Grantee agrees to comply with Florida Statutes 448.095 and shall:

- a. Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,
- b. Not employ, contract with, or subcontract with an unauthorized alien
- c. Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ,

contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.

4.32 Prohibition on certain telecommuting and video surveillance services or equipment 2 CFR 200.216

4.32.1 Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.”

4.32.2 In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

4.33 Statutory and national policy requirements 2 CFR 200.300

The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

4.34 Executive Compensation

The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41U.S.C.4712, and 10 U.S.C. 324, 41 U.S.C. 4304 and 4310.

4.35 To the extent applicable Sub-Grantee shall comply with 2 CFR 200.322 Domestic preferences for procurement.

4.36 To the extent applicable Sub-Grantee shall comply with 2 CFR 200.323 Procurement of recovered materials.

END OF ARTICLE 4

ARTICLE 5

PROGRAM REQUIREMENTS

5.1 Monitoring

5.1.1 Sub-Grantee's Responsibility

Sub-Grantee shall develop a monitoring protocol for the programs being provided under this Sub-Grant Agreement as well for their fiscal operations and shall provide for the self-monitoring of their programs in accordance with Article 7.

5.2 Access to Records

5.2.1 Availability of Records

- a. At any time during the term of this Sub-Grant Agreement, or at any time during the record retention period following termination of this Sub-Grant Agreement, Sub-Grantee shall make all contracts, invoices, payroll records, personnel files, and any and all other records relating to the program, funded by this Sub-Grant Agreement, available and shall permit the Secretary of Labor, Comptroller General, the Governor, CSBD or their designated representatives to conduct on site or virtual evaluations, audits, investigations, and monitor program performance to ensure compliance with the terms of the Sub-Grant Agreement and amendments hereto.
- b. Sub-Grantee shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Sub-Grantee pertaining to any program funded by this Sub-Grant Agreement or amendment hereto, available to CSBD in Broward County, to the Comptroller General of the United States, the federal government and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost.
- c. Sub-Grantee shall assure that program and fiscal records are available to the monitors at the time of the start of all monitoring visits. CSBD shall provide Sub-Grantee with a schedule of monitoring visits.

5.2.2 Freedom of Information

Records maintained in support of the program funded by this Sub-Grant Agreement are not subject to the Freedom of Information Act (5 U.S.C. 552).

5.3 Record Retention

5.3.1 Five Year Retention Requirement

Sub-Grantee shall keep copies of all records, accounts, and documents pertaining to the operation of this Sub-Grant Agreement or any amendment hereto for not less than five (5) years following the expiration of this Sub-Grant Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Sub-Grant Agreement or amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

5.3.2 Title to Records Vests with CSBD

Sub-Grantee understands and agrees that the records it maintains for programs funded by this Sub-Grant Agreement are CSBD's property and are maintained for the benefit of CSBD. Therefore, Sub-Grantee shall not dispose of any records without the prior written consent of CSBD and in the event of a termination of the Sub-Grant Agreement shall either return all records to CSBD or shall maintain the records in accordance with the terms and conditions of this Sub-Grant Agreement and in a manner which will make them accessible through the record retention period.

5.3.3 Property Records

Sub-Grantee shall maintain all records pertaining to any property purchased with funds under this Sub-Grant Agreement for five (5) years following final disposition of that property. For purposes of this section, final disposition shall include a return of the property to CSBD. Any property returned to CSBD must be accompanied by all original records or certified copies thereof pertaining to the property.

5.3.4 Retention Period Commencement

The retention date of records shall commence with the termination of this Sub-Grant Agreement or any amendment hereto.

5.3.5 Production of Reports and Records

Sub-Grantee understands and agrees that when requested, Sub-Grantee shall complete and furnish to CSBD all forms, reports, documents, and program/fiscal records, within ten (10) days of said request unless other timeframes are required under this Sub-Grant Agreement. Failure to comply with this provision will result in CSBD's withholding the Sub-Grantee's reimbursement until such time that the Sub-Grantee complies with CSBD's request.

5.4 PELL Grants and Other Financial Aid

5.4.1 Application for PELL

Sub-Grantee shall assist all CSBD participants, referred or approved to receive tuition assistance for training, with the application process for PELL Grants, or other federal, state, or local financial assistance as appropriate.

5.4.2 Coordination of PELL, Other Awards and WIOA

If Sub-Grantee is a Title IV eligible educational institution under the Higher Education Act, or is referring participants to training with such institutions, the institution's financial aid officer, or contractor, as appropriate, shall inform CSBD and or their contractor of the amounts and disposition of HEA Title IV awards and all other financial aid afforded to participants enrolled with the Title IV eligible educational institution within fifteen (15) days of the financial award. If tuition is included in the contract budget, the budget shall be subject to amendment in order to de-obligate or reprogram funds set aside for tuition and not used in order to avoid duplicate payments.

5.5 Enforcement of Sub-Grant Agreement Terms

The failure of CSBD to strictly enforce any of the provisions of this Sub-Grant Agreement, or to require strict performance by the Sub-Grantee of any of the provisions herein, shall in no way be construed to be a waiver of such provisions or any other provision contained herein nor shall it in any way affect the validity of this Sub-Grant Agreement or any part hereof,

or waive the right of CSBD to enforce each and every provision herein. The Sub-Grantee is responsible for fulfilling all terms and conditions of this Sub-Grant Agreement. While CSBD may monitor the Sub-Grantee's performance under this Sub-Grant Agreement, the Sub-Grantee remains solely responsible for its performance. CSBD's monitoring of the Sub-Grant Agreement shall not constitute a notice, acceptance waiver or modification of any term or condition. Terms and conditions may only be modified by written contract amendment as specified herein.

5.6 Audit

5.6.1 Governmental, Public and Private-Not-For-Profit Entities Requirement to Audit

- a. Sub-Grantee shall provide for the conduct of an external audit of the program funded by this Sub-Grant Agreement and any amendments hereto if total aggregate expenditures of federal funds received from any source total one million dollars (\$1,000,000.00) or more in any fiscal year. The audit shall be conducted in accordance with the provisions of the Federal Single Audit Act of 1996, as amended and in compliance with State of Florida requirements, and 2 CFR 200 Part F. In determining the federal awards expended in its fiscal year, Sub-Grantee shall consider all sources of federal awards. The determination of amounts of federal awards expended should be in accordance with 2 CFR 200 Part F.
- b. Audits shall cover the entire recipient organization for the organization's fiscal year. Compliance findings related to contracts with CSBD shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met if a match was required. All questioned costs and liabilities shall be fully disclosed in the audit report and if related to an award from CSBD to Sub-grantee shall reference the CSBD contract involved.

5.6.2 Commercial Entities Requirement to Audit

Commercial organizations receiving in excess of one million dollars (\$1,000,000.00) a year of federal grant funds, whether from CSBD or other funding sources, shall conduct a program specific independent financial and compliance audit in accordance with GAAS, or an organization wide audit conducted in accordance with

2 CFR 200 Part F that includes the federal funds received and the program conducted, within its scope. Reference 20 C.F.R. Part 667.200 (b)(2)(ii) and 45 C.F.R., Part 74.26 as they apply to WIOA and WTP funds.

5.6.3 Reimbursement for Audit Expense

Sub-Grantee agrees that although funds might be allocated in their budgets for audit expense, they will not seek reimbursement from CSBD for the costs of any audit in whole or in part, for any fiscal year in which their expenditure of federal funds regardless of the source of receipt of those federal funds does not equal or exceed one million dollars (\$1,000,000.00).

5.6.4 Period of Performance

- a. Audits must be conducted, completed, and submitted within thirty (30) days of the receipt of the Audit Report following termination of this Sub-Grant Agreement or within nine (9) months after the end of the audit period which ever comes sooner.
- b. Failure to submit an Audit Report, as required, may result in the withholding of payments due Sub-Grantee under this or any other Sub-Grant Agreement in place with CSBD.

5.6.5 Identification of Program Income

Audit Reports shall include a schedule identifying program income as defined herein.

5.6.6 Disallowed and Questioned Costs

- a. Sub-Grantee shall be liable to CSBD for any disallowed or questioned costs that Sub-Grantee or CSBD incurs as a result of Sub-Grantee expending funds in violation of this Sub-Grant Agreement or in violation of federal, state or local statutes, regulations, rules, policies, or procedures.
- b. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to CSBD by Sub-Grantee within thirty (30) days of the issuance of the report.

5.6.7 Audit Resolution Procedures

Sub-Grantee agrees to be subject to the monitoring, review and audit resolution procedures established by CSBD, the State of Florida or the applicable federal agency and to cooperate with CSBD in the event that resolution cannot be achieved at CSBD's level.

5.6.8 Deduction from Monies Due Sub-Grantee

If this or any other Sub-Grant Agreement is in effect at the time of the identification of a questioned or disallowed cost, or a credit that is due CSBD, CSBD may deduct the amount disallowed/questioned from any reimbursements or payments due Sub-Grantee.

5.6.9 Failure to Discover

CSBD's failure to either promptly discover or demand prompt payment for questioned or disallowed costs will not relieve Sub-Grantee from their obligation to repay the disallowance or questioned cost at the time of identification or demand.

5.6.10 Stand-In Costs

Sub-Grantee may with the written approval of CSBD and the State of Florida, substitute allowable uncharged costs or in-kind contributions, made from non-federal sources to support the program funded by this Sub-Grant Agreement, to stand in for a disallowed or questioned cost. Such contributions or in-kind payments must have been documented in Sub-Grantee's budget attached to this Sub-Grant Agreement and/or books of account as may be required by the federal rules. The expenditure must be supported by the Sub-Grantee's independent Audit Report. The uncharged costs must have been incurred in the same program year as the costs, which they are proposed to replace.

5.6.11 Expiration of the Sub-Grant Agreement

The expiration of the contract shall not affect CSBD's, the State's, or any applicable federal agency's right to audit, disallow, or question a cost, or Sub-Grantee's obligation to repay the cost.

5.6.12 Audit Requirements Upon Dissolution of Sub-Grantee's Organization or Termination of Sub-Grant Agreement

- a. In the event of the voluntary or involuntary dissolution of Sub-Grantee's organization Sub-Grantee shall inform CSBD, within twenty-four (24) hours of Sub-Grantee's knowledge of its intent to dissolve or of the involuntary dissolution of their organization, and prior to actual dissolution, agrees to allow CSBD to arrange for an immediate audit of Sub-Grantee's organization. CSBD may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Sub-Grant Agreement and any amendments hereto so that an immediate audit may be performed.
- b. Notice required by this section shall be in writing and in accordance with the Notice provisions contained herein.
- c. If Sub-Grantee is requested to provide CSBD with their records or elects to provide CSBD with all its records pertaining to this Sub-Grant Agreement or any amendments hereto they shall be delivered to the CSBD Vice President of Finance who is the designated custodian of the records for purposes of compliance with this section.
- d. Upon termination of this Sub-Grant Agreement for any reason Sub-Grantee agrees to allow CSBD to arrange for an immediate audit of Sub-Grantee's organization and/or the program/fiscal records, as appropriate. The audit may be organization wide or program specific in accordance with the requirements of the Office of Management and Budget and/or the State of Florida.

5.7 Amendments

5.7.1 Requests for Amendments

If either Sub-Grantee or CSBD wishes to modify, change, or amend this Sub-Grant Agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Sub-Grant Agreement. No such change shall be effective until approved by CSBD and/or the Sub-Grantee and a formal amendment to this Sub-Grant Agreement is executed by both parties.

- a. Sub-Grantee shall not be permitted to increase staff salaries not already provided for in the budgets attached hereto as Exhibits A and B, add new lines items or make other adjustments to the budget without a prior written contract modification request to CSBD.
- b. Sub-Grantee shall not make expenditures or otherwise encumber funds prior to execution of a formal amendment.
- c. Where modification requests include changes to the budget CSBD shall evaluate the cost reasonableness of the request and if appropriate justification is provided by Sub-Grantee a written amendment shall be executed.

5.7.2 Time for Requesting Amendments

Sub-Grantee may request an amendment to their Sub-Grant Agreement one (1) time per program year quarter. The deadline for the last request shall be May 15th for each year this Sub-Grant Agreement is in effect.

5.7.3 CSBD's Unilateral Rights to Amend

Sub-Grantee understands and agrees that CSBD may unilaterally amend this Sub-Grant Agreement to conform to changes in any federal or state statute, regulation, or policy which is applicable to the program funded by this Sub-Grant Agreement or any amendment hereto.

5.7.4 Amendments for Local Conditions

Sub-Grantee understands and agrees that CSBD may amend this Sub-Grant Agreement as regards reduction in training slots and/or a redirection of training areas affecting and reducing total funds available to Sub-Grantee, as a result of economic conditions and/or employment trends within Broward County's labor market.

5.8 Copyrights, Patents, Rights in Data

5.8.1 Non-Exclusive Use and License

- a. Sub-Grantee agrees that CSBD, the State, and the federal government shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use a copyright or patent or rights in data in any copyright, patent,

work, or invention developed in whole or in part with contract funds or which Sub-Grantee purchases with contract funds.

- b. CSBD may utilize products as described in paragraphs “a” above in conjunction with fee for service activities developed or operated by CSBD.
- c. Sub-Grantee agrees to comply with this section regardless of whether or not a copyright or patent has been secured or applied for in connection with the materials, products, rights in data, intellectual property or other similar materials or part thereof developed in whole or in part with funds made available under this Sub-Grant Agreement.
- d. Any breach of this section shall entitle CSBD to damages at least equal to the fair market value of the materials, products, rights in data, intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

5.8.2 Curriculum materials developed and copyrighted with non-contract funds but which may be used for this project are not subject to this section.

5.9 CSBD Policies and Procedures

Sub-Grantee agrees to adhere to all CSBD policies and procedures applicable to the operation of the program.

5.10 Prior Sub-Grant Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, Sub-Grant Agreements, and understandings applicable to the matters contained herein and Sub-Grantee and CSBD agree that there are no commitments, Sub-Grant Agreements or understandings concerning the subject matter of this Sub-Grant Agreement that are not contained in this document. Accordingly, Sub-Grantee and CSBD, agree that no deviation from the terms hereof shall be predicated upon any prior representations or Sub-Grant Agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Sub-Grantee and CSBD.

5.11 Client Confidentiality

- 5.11.1 Sub-Grantee Records are subject to the Florida Public Records Law, Florida Statutes section 119.07. Sub-Grantee and CSBD agree to share confidential customer and program information as necessary but only within the limits established by federal and state laws and regulations governing confidentiality.
- 5.11.2 Sub-Grantee acknowledges that their employees and employees of FloridaCommerce who are supervised or guided by Sub-Grantee, and any subcontractors of Sub-Grantee, receive information obtained from employers, participants and unemployment compensation claimants in the performance of their duties and in the course of delivering workforce program services. The information received may include, but is not limited to job and program applicant registrations, job orders, employer reports, unemployment compensation claims and related records. This information is confidential and Sub-Grantee agrees to safeguard the information against unauthorized disclosure in accordance with 20 CFR 603 and Florida Statutes sections 443.171(5) and 443.1715.
- 5.11.3 Sub-Grantee understands and agrees that Welfare Transition Program participant records are confidential and exempt from public records disclosure pursuant to 45 CFR 205.50 and Florida Statutes section 414.295, and shall assure that safeguards are in place to protect the disclosure of such records.
- 5.11.4 Sub-Grantee, its employees, and individuals under the supervision of Sub-Grantee and subcontractors of Sub-Grantee in the course of performing their duties who receive and utilize confidential workforce program information shall:
 - i. Maintain the confidentiality of employer, employee and participant.
 - ii. Identity and any and all related information pursuant to state and federal law and regulations. All individuals with access to the herein described records shall sign the "Non-Disclosure and Confidentiality Sub-Grant Agreement" and return it to the CSBD Sr. Vice President of Operations. A copy of the certification statement is attached as Exhibit C, and Sub-Grantee shall execute the Data Sharing Sub-Grant Agreement

(Non-Disclosure and Confidentiality Sub-Grant Agreement), attached hereto as Exhibit D.

- iii. Abide by all present and future directives and CSBD policies issued in accordance with state and federal laws pertaining to workforce programs and grants, privacy requirements and data confidentiality. Official requests for information shall be handled in accordance with FloridaCommerce (formerly DEO) guidance FG 02-033, Confidentiality of Records and Public Records Requests and Subpoenas, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the FloridaCommerce website floridajobs.org.
- iv. Abide by data security measures imposed by the Department of Children and Families, or any other entity as necessary to comply with the Health Insurance Portability and Accountability Act (HIPAA) and, if requested by CSBD, Sub-Grantee shall execute a Business Associate Sub-Grant Agreement for the purpose of complying with HIPAA. If required by HIPAA or other laws, Sub-Grantee shall include in its "Notice of Privacy Practices" notice of Sub-Grantee's and CSBD's uses of client's Public HIPAA Information (PHI). The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Sub-Grant Agreement.
- v. Maintain the confidentiality of individual employer identifiable data. Individual employer identifiable data within the Labor Market Information (LMI) Program is confidential pursuant to Florida Statutes sections 443.171(5) and 443.1715, and Commissioner's Order 3-04 (USDOL). Labor Market Information (LMI) includes data such as labor force, employment, unemployment, unemployment rates, mass layoffs, employment and wages by industry and occupation, and employment projections. In publishable aggregate form, this data is not confidential. This data is collected and produced through cooperative Sub-Grant Agreements with the United States Department of Labor (USDOL), Bureau of Labor Statistics, and FloridaCommerce, Labor Market Statistics. The information is collected under a pledge of confidentiality to employers and must be treated in a manner that will ensure individual identifiable data will be accessible to only authorized persons. No information or records that would reveal the identity of any individual employer obtained from the Agency

should be copied or disclosed to any party other than those authorized by Labor Market Statistics. Confidential employer information may be made available to Sub-Grantee employees and individuals under their supervision and Sub-Grantee subcontractors in the performance of their public duties including statistical research, economic forecasting, job search and training, and implementation and administration of state law.

5.12 Buy American

Any equipment or goods to be purchased under this Sub-Grant Agreement shall be purchased in accordance with the Buy American Act. 41 US Code §§ 8301 through 8303.

5.13 Drug Free Workplace

5.13.1 Sub-Grantee certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.

5.13.2 Sub-Grantee shall not use any of the funds under this sub-grant for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act.

5.13.3 Sub-Grantee shall not use any of the funds under Sub-Grant Agreement to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

5.14 Headings

The headings of the sections of this Sub-Grant Agreement are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

5.15 Public Entities Crime

Sub-Grantee represents that the execution of this Sub-Grant Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may

not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Sub-Grant Agreement and recovery of all monies paid by CSBD pursuant to this Sub-Grant Agreement, and may result in debarment from CSBD's competitive procurement activities.

In addition to the foregoing, Sub-Grantee further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Sub-Grantee has been placed on the convicted vendor list.

5.16 Compliance with Florida Statutes Section 287.135

Sub-Grantee certifies that they are not on the Scrutinized Companies that Boycott Israel List pursuant to Fla. Stat. § 215.4725, or is engaged in a boycott of Israel or is entering into a contract with or submitting a proposal to a Scrutinized Company.

5.17 Sub-Grant Agreement Term

5.17.1 The term of this Sub-Grant Agreement shall begin on the date it is fully executed by both parties and shall end on June 30, 2025.

5.17.2 The term of this Sub-Grant Agreement may be extended for four additional one-year periods. Renewal shall be at the option of the CSBD governing boards. The continuation of this Sub-Grant Agreement shall be subject to performance as defined herein, and the appropriation and availability of funds as described in this Sub-Grant Agreement.

5.17.3 At the end of each CSBD program year, if a new sub-grant agreement, for the same program services as provided for herein, is approved by the CSBD governing boards, or the term of this Sub-Grant Agreement is renewed by the CSBD governing boards for an additional one year period, the term of this Sub-grant Agreement shall automatically be extended from June 30, 2025 until such time

as the new Agreement or amendment extending this Agreement, is approved and executed by Sub-Grantee, not to extend beyond September 30 of the calendar year following the end date of the immediately previous Agreement.

5.17.4 Sub-Grantee performance and the Sub-grant Agreement budget shall be re-negotiated at the beginning of each new program year.

5.17.5 All duties, obligations, and responsibilities of Sub-Grantee required by this Sub-Grant Agreement shall be completed no later than June 30, of the program year in which this Sub-Grant Agreement is executed. Thereafter if this Sub-Grant Agreement is extended all duties, obligations, and responsibilities of Sub-Grantee required as a result of any extension shall be completed no later than June 30, of that program year. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Sub-Grant Agreement.

END OF ARTICLE 5

ARTICLE 6

SPECIAL OBLIGATIONS

6.1 Participant Payments

- 6.1.1 Participants receiving work experience or on-the job training wages may not be paid for time not in attendance, holidays, or overtime. Sub-Grantees shall not certify time sheets, which provide for payment for holidays, time not in attendance, at work, or in class, as appropriate, or for overtime hours worked.
- 6.1.2 CSBD shall be responsible for making incentive payments available to Sub-Grantee for delivery to youth based upon funds set aside for such activities at the time of approval of Sub-Grantee's proposal and/ or budget.

6.2 Actions to be taken in the Event of an Emergency or Natural Disaster.

- 6.2.1 CSBD and Sub-Grantee wish to ensure that service interruptions are kept to a minimum following an emergency or disaster.
- 6.2.2 Sub-Grantee shall designate three (3) individuals who shall provide CSBD with cell numbers and an additional contact number is available for each of the three (3) individuals. These individuals shall be the designated liaisons regarding all communications during the period of an emergency or natural disaster. The designated liaisons will participate in CSBD's annual emergency preparedness planning process and attend required meetings on this topic.
- 6.2.3 Sub-Grantee agrees that in the event of an emergency or natural disaster, Sub-Grantee shall take the below listed actions where advance notice permits or is provided, preceding an emergency or disaster:
 - a. Sub-Grantee shall designate the liaisons in the case of an emergency.
 - b. The individuals designated as the CSBD liaison shall contact the CSBD Executive Office and shall consult with the President or Vice President regarding closure of the One-Stop Center or program office being operated by Sub-Grantee and shall close operations in accordance with CSBD President's approval.

- c. Prior to closing the one-stop or local program office, Sub-Grantee shall protect participant files, equipment and other personal property paid for with CSBD funds by securing the equipment, covering the equipment, moving equipment away from doors or windows and/or taking such other actions to secure the equipment, personal property and participant files.
 - d. The securing of equipment shall be done in accordance with the CSBD Information Technology Hurricane Preparedness Plan. Protection of other property and files must be done pursuant to a plan adopted by Sub-Grantee and approved by the CSBD President or his/her designee.
- 6.2.4 Sub-Grantee agrees that immediately following an emergency or disaster the designated liaison shall contact the CSBD President or Vice President to confer on the reopening of offices and the provision of services to the participants.
- a. Sub-Grantee shall adopt a plan to ensure that information regarding resumption of services is communicated to all workers/staff in the One-Stop Centers or program offices. An example of such a plan might include a telephone tree.
 - b. It shall be the responsibility of Sub-Grantee's liaison to go out as soon as possible after an emergency or disaster to survey their offices. The liaison shall report any damages to the buildings or premises, downed trees, downed power lines, obstructions to access as well as power outages, water damage and water stoppages to the CSBD President or his/her designee.
 - c. Sub-Grantee shall Notice CSBD regarding the continuation or inability to continue services to participants following an emergency or disaster.

END OF ARTICLE 6

ARTICLE 7

SCOPE OF WORK

7.1 Program Description

Sub-Grantee shall provide two (2) Navigator/Case Managers who shall identify ten (10) out-of-school youth (OSY) per case manager, or twenty (20) youth, which youth are currently in a program being provided by Sub-Grantee. Youth shall be at least 17 years old and not have reached their 24th birthday, meet the WIOA eligibility criteria for OSY, as described below in paragraph 7.3 and shall be enrolled them in the WIOA program. This number of youth to be served includes youth carried forward from the previous contract period. In addition to the services provided by Sub-Grantee and/or the State of Florida or the Federal Government, the Navigator shall provide youth with WIOA services as described below.

7.2 Recruitment and Identification of the Youth to be Enrolled in WIOA

7.2.1 Sub-Grantee shall conduct targeted outreach to identify and engage eligible youth through collaboration with:

- a. Broward County Public Schools
- b. Community organizations
- c. Other social service agencies
- d. Adult education/GED programs

7.2.2 As part of their recruitment strategy Sub-Grantee shall:

- a. Leveraging social media to share success stories, program highlights, and resources
- b. Conduct community resource fairs and workshops
- c. Disseminate flyers with program information in the community and at local shelters
- d. Utilize HANDY youth as peer ambassadors
- e. Implement a text message campaign for direct communication

f. Partner with the Florida Department of Juvenile Justice

- 7.2.3 Sub-Grantee shall identify and enroll ten (10) out-of-school youth (OSY) per case manager for a total of twenty (20) youth. Sub-Grantee may enroll up to an additional ten (10) youth for a total of thirty (30) youth with the written approval of the CSBD Sr. VP of Operations.
- a. The youth shall be WIOA eligible OSY selected from among youth currently receiving services through Sub-Grantee's other programs.
 - b. Youth carried forward from the previous Program Year shall continue to be served and shall count toward the number of youth to be served during the current Program Year.
 - c. Sub-Grantee shall not over-enroll into the program. As youth exit the program Sub-Grantee shall refill the slot within forty-five (45) days of the slot being open so as to maintain an average case level of ten (10) OSY per case manager.
- 7.2.4 The youth identified and selected shall be informed of the WIOA activities and the benefit of the activities that will be made available to them along with the expectations of the WIOA program.
- 7.2.5 The Navigators shall also inform the youth of their commitment in assisting the youth will all aspects of WIOA as a result of their enrollment in the program and with other life issues as needed by the youth.
- 7.2.6 All twenty (20) youth shall be enrolled by March 31 of each year this Agreement is in effect.
- 7.2.7 Youth may **not** be enrolled in the 4th quarter of the Program Year if the youth will be enrolled into GED or into post-secondary training through a CSBD ITA.
- 7.2.8 Sub-Grantee shall ascertain that the youth evidence a desire and the motivation to participate and attain the goals to be identified in their Individual Service Strategy and Career Pathways Plans prior to being enrolled in WIOA.

7.2.9 Sub-Grantee shall be responsible for explaining the relationship between CSBD, Sub-Grantee, and the students in this program. Youth shall be informed that guidance, support costs, tuition, and wages for their work experience is funded through CSBD. This shall be explained prior to their enrollment into the program.

7.3 Participant Eligibility Certification, Assessment and Development of the Individual Service Strategy/Career Pathway

7.1.1 Sub-Grantee shall be responsible for participant eligibility certification, which shall include an eligibility determination and assessment in accordance with WIOA.

7.1.2 To the extent that any of the youth in Sub-Grantee's program are Veterans or their eligible spouses, they shall receive a priority of service in accordance with 20 CFR Part 1010 Priority of Service for "Covered Persons."

7.1.3 Sub-Grantee shall be responsible for assisting the youth in assembling the documentation necessary for WIOA eligibility determination.

7.1.4 All youth to be recruited and enrolled in this program must meet WIOA eligibility criteria for out-of-school youth. Sub-Grantee shall determine OSY eligibility in accordance with WIOA section 129(a)(1)(B) and as described below.

a. Determination of ISY and OSY status

- i. Prior to determining eligibility Sub-Grantee shall make a determination that the youth are OSY in accordance with the below stated criteria.
- ii. ISY and OSY shall be determined at the time of program enrollment. School status must be based on status at the time eligibility determination is made. Only OSY may be enrolled into Sub-Grantee's program. Following a determination of OSY or ISY additional eligibility criteria must be met as described herein.
- iii. Youth enrolled into the program may not be attending any school at the time of eligibility determination. Youth in secondary school must not have attended for the immediately preceding school semester at the time of enrollment to be considered an OSY.

- iv. Youth enrolled during the summer in between school years, shall be considered ISY if they are enrolled to continue school in the fall and will not be eligible for Sub-Grantee's program. This includes registration in postsecondary education, even if the youth have not yet begun postsecondary classes at the time of WIOA program enrollment.
- v. Youth with a high school credential who register for postsecondary education, but do not attend postsecondary education, may be considered an OSY if the eligibility determination is made after the time that the youth decided not to attend postsecondary education.
- vi. Youth enrolled in credit-bearing postsecondary education classes, including credit-bearing community college classes and credit-bearing continuing education classes, are considered to be attending postsecondary education, and, therefore, an ISY and may not be enrolled into Sub-Grantee's program.
- vii. Youth enrolled in non-credit-bearing postsecondary classes, are not considered to be attending postsecondary school and may be enrolled into Sub-Grantee's program as an OSY.
- viii. Youth in a dropout re-engagement program, funded by the public K–12 school system that are classified by the school system as still enrolled in school are considered ISY and may not be enrolled into Sub-Grantee's program.
- ix. Youth enrolled in a GED program are considered OSY and may be enrolled in Sub-Grantee's program.
- b. Upon a determination that a youth is OSY as described in subparagraph "a" above and at least 17 years old, but not yet have reached their 24th birthday at time of enrollment, a determination shall be made that the youth is:
 - i. An individual who is in foster care; or
 - ii. An individual who has aged out of the foster care system; or
 - iii. An individual eligible for assistance under Section 477 of the Social Security Act; or

- iv. An individual who is in an out-of-home placement; or
 - v. An individual who has left foster care for kinship, guardianship, or adoption.
- c. All youth enrolled must be U.S. citizens or legally permitted to work in the United States and be able to provide the requisite documentation.
- d. All youth “born male” at least 18 years of age must be registered for selective service to participate in the program. Providers will be expected to assist youth who have not yet enrolled in selective service to enroll in the selective service prior to enrollment into WIOA.
- e. All youth must be residents of Broward County.
- 7.1.5 Upon enrollment into the program, Sub-Grantee shall ask youth to provide current contact information. Information should include, but no limited to: name, address, and phone/cell phone number of a relative not living in the youth’s household, best friend’s cell phone number, youth’s email address, Social Media accounts, etc., if applicable.
- 7.1.6 In the event a youth identified by Sub-Grantee is not enrolled into the WIOA program, Sub-Grantee may refer the youth to the CSBD centers for information and referral in accordance with WIOA requirements.
- 7.1.7 Prior to enrollment into WIOA and as a part of the identification process Sub-Grantee will use to enroll youth into the WIOA program, the Navigator shall assess each youth to determine whether they are appropriate for the program and can meet the WIOA performance objectives upon exit from the WIOA program.
- 7.1.8 Individuals entering the program will begin through an intake and assessment process which shall consist of the following:
- a. A review of all documentation to ensure that the individual is eligible for WIOA services.
 - b. Completion of the WIOA registration form which must be signed by the youth participant.

- c. Completion of a TABE or similar basic skills assessment if the youth is seeking an individual training account so that they may attend post-secondary school or if basic skills is the barrier used to determine the youth's eligibility.
 - i. For youth who require a basic skills assessment the TABE or other acceptable assessment for eligibility purposes it must be completed prior to enrolling the youth into the program.
 - ii. The Navigator shall use the TABE (or other approved assessment) test results to determine the youth's basic skills remediation needs.
 - iii. For youth needing basic skills who have agreed to computer assisted remediation instruction the Navigator shall include such program activities as a part of the menu of services to be provided to the youth.
 - iv. If remediation is entered into EF as the youth's activity attainment of a functional grade gain shall be determined through a post-test using TABE or such other assessment approved by DEO which must be given no later than twelve (12) months of the "Date of Participation" in a WIOA youth program.
 - v. If the Navigator determines that a youth will be unable to attain this gain within twelve (12) months of enrollment into WIOA, the youth shall not be enrolled by the Navigator into remediation in the WIOA program or can be referred to an Adult Literacy program, as appropriate.
 - vi. The Navigator shall assure that youth enrolled into the WIOA program and into remediation activity are aware of their responsibility regarding remediation and the post-test as well as the advantages associated with improving their basic skills levels as it applies to life and employability skills.

7.1.9 Sub-Grantee shall enter participants' registration for WIOA youth into the Employ Florida (EF) tracking system. Once a participant is entered into the EF system this will constitute an official enrollment into the program, and the data will be used when computing contractor's performance.

7.1.10 Sub-Grantee shall not register participants into EF until all the eligibility documentation has been collected.

7.1.11 Sub-Grantee shall provide the CSBD Youth Program Manager with a copy of the assessment tool they will use to determine the program activities to be provided to the youth, within ten (10) days of execution of this Agreement or in the alternative may use the assessment, ISS and career pathways instruments currently used by CSBD in the career centers.

7.1.12 Following eligibility determination, staff shall develop an Individual Service Strategy Plan (ISS) and Career Pathways plan with each youth to be enrolled in the program.

- a. The plans shall be used to identify the WIOA program activities to be provided to each individual youth, as well as any supporting activities being provided to the youth through Sub-Grantee's other resources.
- b. The Navigator shall assure that the development of the ISS and Career Pathways Plans are done in concert and with the agreement of the youth resulting in a mutual planning process designed to give the youth participant ownership in the plan.
- c. The planning process shall involve shall involve the youth in the program activity choices with the Navigator guiding the youth to activities that will lead directly to the desired WIOA outcomes.
- d. The plans shall be used to track each youth's progress in the individual components of the program design.
- e. The ISS must be updated and modified as needed to reflect participant's progress in program activities and their achievement of program goals

7.1.13 The Navigator shall create a youth file using CSBD's document management system (DMS). Sub-Grantee may maintain a hard copy at their option within the youth file maintained by Sub-Grantee that shall be kept at Sub-Grantee's site

7.1.14 Youth shall receive an orientation at the beginning of the program.

- a. Sub-Grantee's youth case manager shall be included in the orientation.

- b. The Navigator shall review the program activities and goals identified during assessment with the youth participants and record the youth's agreement with the options presented in EF and in a responsibility agreement to be signed by the youth.
- c. Program requirements, eligibility requirements and benefits will be shared with youth and their case manager.
- d. The Navigator shall inform the youth participant regarding follow-up activities and expected communications.
- e. If the youth is under eighteen (18) years of age, Sub-Grantee shall assure the youth's assigned guardian approves in writing of the youth's participation in the program, signing necessary documents in participant file.
- f. Sub-Grantee shall provide CSBD with a list containing the names of youth participants carried forward from one program year to the next, thirty (30) days prior to the end of each program year this Agreement is in effect.
- g. A schedule of WIOA program activities shall be prepared for each youth and shall be recorded on a calendar provided to the youth, a copy of which shall also be scanned into the youth's file. The schedule shall also include non WIOA activities so that the Navigator and Sub-Grantee's youth case manager will be able to assist the youth in managing their time.

7.4 Program Services to be Provided to the Youth

7.4.1 The Navigator shall provide youth with a combination of WIOA funded activities as identified in the youth's ISS to support their career pathway and which shall be in addition to, and not in place of, the services provided through Sub-Grantee's program. Activities may be concurrent or sequential as appropriate for the youth.

7.4.2 The Navigator shall incorporate WIOA services into the youth's assessment which guides services to be provided to the youth. The assessment shall help youth evaluate whether they:

- a. Are able to maintain healthy relationships

- b. Have good work and study habits
- c. Have planning and goal setting ability
- d. Are knowledgeable about the community resources available to them
- e. Have budgeting skills and are able to pay their bills
- f. Have computer literacy
- g. Have connections with caring adults.

7.4.3 Activities in addition to the WIOA funded activities which will be available to the youth include:

- a. Weekly life skills classes for older youth where they can meet with staff individually about one-on-one LIFE Skills.
- b. Weekly job search opportunities outings in the community as a group or individually.
- c. LIFE plan development and monitoring.
- d. Tutoring which shall be offered twice each week.
- e. Mentoring.
- f. Youth development activities.
- g. Service learning projects.
- h. Access to the two computer labs for job search and work on resume writing.
- i. Snacks.

7.4.4 The Navigator shall assure that the menu of WIOA funded services provided to the youth includes:

- a. Counseling
 - i. The Navigator shall coordinate counseling needed by the youth with Sub-Grantee's youth case manager to address the youth's progress in the program along with the youth's

progress in Sub-Grantee's other activities.

- ii. Should the Navigator determine that the youth might benefit from an adult mentor and the youth is agreeable, the Navigator shall work with Sub-Grantee's youth case manager to identify an appropriate mentor.
- b. Employability skills shall be imparted by the Navigator either on a one-on-one basis with the youth in the Navigator's caseload or the Navigator may arrange to provide this to the youth as a group activity.
- i. The Navigator shall utilize *Job Saavy* or other appropriate formal curriculum for providing employability skills.
 - ii. Youth shall receive a minimum of ten (10) hours of employability skills training which shall be documented in case notes entered into Employ Florida.
 - iii. The Navigator shall review the curriculum with the CSBD Youth Program Manager prior to the start of training.
 - iv. Youth must receive employability skills training prior to being placed in a work experience.
- c. Leadership skills
- i. Coaches will conduct leadership workshops focusing on communication, decision-making and problem solving.
 - ii. Guest speakers and successful leaders will be invited to share insights and experiences with the youth.
 - iii. Youth will be offered skill development sessions that encourage teamwork.
- d. Work experience, internships and on-the-job training.
- i. All youth enrolled shall be offered an opportunity to participate in an unsubsidized work experience.
 - ii. Sub-Grantee shall be given a budget allowance to use for work experience and OJT wages. Sub-Grantee shall be responsible for managing the funds and committing to spend one hundred percent (100%) of the funds allocated for this activity. Sub-Grantee shall develop a written plan for the delivery of the work experience activities which shall be

- provided to the CSBD Youth Program Manager within thirty days (30) of Sub-grant execution so that the funds are expended within the CSBD program year.
- iii. Youth working at the time of their enrollment shall not replace their job with a work experience if it appears that the youth can maintain the job following program exit.
 - iv. Sub-Grantee shall develop a plan for expenditure of the funds on work experience and OJT activities within thirty (30) days following the enrollment of each youth or in the case of youth already enrolled, within thirty (30) days of the execution of this amendment. The plan shall include:
 - aa. Whether the youth will be placed in a work experience and or OJT.
 - bb. The hourly wage to be paid to the youth.
 - cc. The number of weeks the youth will be assigned to a work experience.
 - dd. The number of days per week the youth will participate in the work experience and/or OJT.
 - ee. The number of hours per day the youth will be assigned to the work experience.
 - ff. The number of youth to be provided with a work experience.
 - gg. Whether the work experience will be paired sequentially with an OJT.
 - v. The Navigator shall be responsible for developing a work experience opportunity that is aligned with the youth's desired career pathway for each youth in their caseload who participates in a work experience activity.
 - vi. A training plan with the job title and which describes the skills to be learned during the work experience shall be developed for each child. All work experiences assigned to the youth in the program must be related to the youth's chosen career path and should be case noted appropriately.

- vii. The work experience may be with a public, private not for profit or for profit sector employer willing to serve as a host worksite.
- viii. Youth in Sub-Grantee sponsored GED preparation or remediation may be concurrently provided a work experience. So long as the work experience hours comprise a minimum of fifty-one percent (51%) of the youth's time, the youth's time in GED preparation or remediation may be counted as a component of the paid work experience.
- ix. Youth enrolled in post-secondary training, as their activity while in the program, may be concurrently provided with a work experience. Time in post-secondary training may not be counted toward a youth's paid work experience.
- x. The Navigator may arrange for youth not interested in post-secondary training who are not receiving GED preparation or remediation to be enrolled in a work experience for up to twenty-eight (28) hours per week with a job aligned with the youth's career pathway subject to CSBD budget availability. The work experience may be followed sequentially with an on-the-job training (OJT) where an employer is willing to hire the youth. In such instance the employer shall be reimbursed up to fifty percent (50%) of the youth participant's wage for up to five hundred and twenty (520) hours, depending upon the SVP for the job, after which the youth shall be considered placed and shall be exited from the WIOA program.
- xi. The Sub-Grantee shall be responsible for tracking and monitoring participants' hours of work on a weekly basis so that:
 - aa. Properly completed and signed time sheets be submitted to CSBD in accordance with a predetermined schedule so that the youth can be paid.
 - bb. Sub-Grantee does not exceed the funds budgeted and allocated to them for youth wages.
- xii. Sub-Grantee may use their existing electronic spreadsheet or develop an updated electronic spreadsheet. The spreadsheet shall contain the name of each youth as they are enrolled in the program along with their work experience scheduled start date, hours scheduled per week, name and

address of the host work site/employer. The spreadsheet shall be provided to the CSBD Youth Program Manager within ten (10) days of contract execution. The spreadsheet data shall be entered within one (1) business day of the information being available

- xiii. Sub-Grantee shall provide a work experience report to the youth program manager on a weekly basis listing the name of each youth assigned to a work experience, the total hours assigned to each youth's work experience, the hours worked, and the name/location of the host work site
- xiv. Sub-Grantee shall coordinate with the Youth Program Manager for the curriculum used by CSBD so they can assist youth in completing the documentation necessary to open a bank account. Youth shall be paid electronically and be given a bank card to access their wages. Sub-Grantee shall instruct the youth on the use of a bank card and shall verify the address to which the card will be delivered.
- xv. Sub-Grantee shall instruct the youth regarding wage expectations so that they know they are paid a week in arrears, and that timesheets must be accurate and contain all required signatures or their pay checks may be delayed.
- xvi. Sub-Grantee shall be responsible for developing the worksites for work experience and the jobs for OJT
- xvii. The Navigator shall be trained by the CSBD Youth Program Manager on the CSBD work experience and OJT contracts, time sheets requirements and program policies. Sub-Grantee shall use the CSBD host worksite agreement or OJT agreement when placing youth at external worksites.
- xviii. Sub-Grantee may serve as a host worksite for work experience. In such instance Sub-Grantee shall complete the CSBD training plan document and assure timesheets are properly completed so that the youth can be entered into the CSBD work experience payroll system. A host agreement will not need to be executed,
- xix. Sub-Grantee may also access the CSBD database of youth work experience sites to identify unused slots which may be appropriate for the youth.

- xx. The Navigator shall ensure that worksites have and display the Child Labor Law posters where you assigned to the employer are eighteen (18) or under.
 - xxi. The total hours youth may be provided a work experience shall be determined each year that this contract is in effect and shall be dependent upon the number of youth enrolled in WIOA and the CSBD WIOA youth allocation.
 - xxii. Youth for whom placement into unsubsidized employment is the goal and where an employer is willing to make a hiring commitment may be placed directly into OJT.
 - xxiii. The total number of hours a youth may be placed in an OJT shall be determined by the complexity of training to be provided to the youth and supported by the youth's OJT training plan.
 - xxiv. Youth who receive payments will be paid one week in arrears and shall be paid biweekly. Time and attendance documentation shall be submitted to CSBD by Tuesday at 10:00 A.M. of the pay week in order for CSBD to generate the participant payroll. Payroll for youth in Sub-Grantee's programs shall be processed in accordance with the procedure agreed to between CSBD and Sub-Grantee.
 - xxv. Youth who receive a work experience payment from CSBD will not be paid for holidays, overtime, leave time, vacation time, sick time, or other leave. Youth must not work on holidays. Time sheets must be monitored to assure that pay is only requested for allowable time actually worked. All other time worked will be the responsibility of the Sub-Grantee. Students may not make up vacation, holiday, or sick time hours. The Navigator shall assure the youth and worksites are aware of this rule.
- e. Youth without a High School credential will be encouraged to complete their high school credential.
 - f. Youth with a High School credential will be placed into full-time employment or encouraged to enroll into post-secondary educational options.
 - g. Youth who are seeking employment will receive employability skills training and can be placed into an OJT as appropriate.

- h. Youth engagement activities provided by Sub-Grantee through non-WIOA funds shall include:
 - i. Housing assistance for youth who are facing homelessness.
 - ii. Extracurricular experiential and other activities such as team building through sports, drama, fitness, and chess.
 - iii. Assistance with daycare services, applying for Medicaid, acquiring ID Cards, birth certificates, and social security cards. Youth will be further assisted by staff who transport youth as needed to these locations.
 - iv. The securing of educational documents and assessing the youth's needs if school re-enrollment is an option.
 - v. Saturday job search.
 - vi. Holiday gifts for the youth and their children and Thanksgiving baskets provided with non-federal funds.
 - vii. Peer mentoring.
 - viii. The opportunity to meet with industry leaders.
- i. Placement and Program Outcomes
 - i. To obtain performance and exit the youth from the WIOA program, the Navigator shall be responsible for placement of the youth into employment, advanced training, post-secondary school, or the military upon exit from the program.
 - ii. The Navigator shall be responsible for developing OJT opportunities for the youth, as appropriate, followed by employer hire and exit from the program.
 - iii. Youth who are enrolled in a GED preparation activity must be awarded their High School credential which shall be considered the program outcome and which must be followed by an exit from WIOA into unsubsidized employment or post-secondary training or military to be successfully exited from the program.
 - iv. Foster care youth with a High School credential may receive

any of the approved WIOA youth services described in this Agreement and be enrolled into post-secondary training as a part of their WIOA program strategy. In such instance the youth's tuition may not be paid with WIOA funds.

- v. Youth enrolled in a post-secondary education program must complete a minimum of twelve (12) credits over the course of two (2) sequential semesters. Successful completion and exit from the WIOA program will require the applicable credential and placement into unsubsidized employment or the military upon exit from the program.
- vi. The Navigator shall be responsible for placing all youth exiting the program into unsubsidized employment or post-secondary school, or the military.
- vii. Sixty (60) days prior to exit from the program, the Navigator shall work with youth being placed into unsubsidized employment to develop resumes and begin the job application process.
- j. As appropriate to the youth the Navigator will commit WIOA paid for services as follows:
 - i. Tutoring for youth enrolled in Sub-Grantee's GED preparation program who needs additional assistance as evidenced by a lack of progress or inability to pass the prep/practice tests. The Navigator shall coordinate with the CSBD Youth Program Manager to arrange for tutoring. This shall be in addition to the tutoring offered by Sub-Grantee.
 - ii. Tutoring for youth enrolled in a post-secondary training program struggling with the program coursework as evidenced by poor grades on coursework tests or quizzes. The Navigator shall coordinate with the CSBD Youth Program Manager to arrange for tutoring. This shall be in addition to the tutoring offered by Sub-Grantee.
 - iii. The cost of books and course registration for youth seeking entry into an apprenticeship program that requires preliminary math courses which are not covered by the apprenticeship prior to enrollment.
 - iv. For youth, with a high school credential, who qualify for and are enrolled in post-secondary training but who do not

qualify for a PELL grant or tuition assistance from the state, to receive an Individual Training Account scholarship through CSBD.

k. Twelve (12) Month Follow-Up

- i. Following program exit, the Navigator shall maintain weekly on-going communication with the youth for the first three (3) months to provide assistance with any identified issues. Thereafter follow-up shall be bi-weekly for the next three (3) months and then monthly through the end of the fourth (4th) quarter after participant's exit from the program. Sub-Grantee shall provide assistance as necessary with any identified issues through the fourth (4th) quarter after exit. Follow-up shall be conducted using the internet, phone conversations, e-mail, texting, and other social media to confirm the student is continuing in the last known positive post-secondary environment. If not in an acceptable activity, counseling and employment related support shall be provided to assist the youth in returning to their post-secondary activity or finding another job. Sub-Grantee shall record follow up for each youth in a case note entered into Employ Florida on a quarterly basis.
- ii. If during follow-up it is determined that a youth has lost their job or is no longer attending a post-secondary education program, contractor shall immediately re-engage youth and offer employment support services to youth to assist them in returning to school or employment as appropriate. Any services provided shall be entered into the Employ Florida follow-up screens with the follow up codes.
- iii. Sub-Grantee agrees that if this Agreement is renewed, Sub-Grantee will continue to provide follow-up to students through the fourth (4th) quarter after the youth's exit from the program.
- iv. Follow-up shall be conducted using the internet, phone conversations, e-mail, texting, and other social media to confirm the youth is successfully continuing in a job or in post-secondary training or in the military. As necessary, counseling and on-going support shall be provided to assist the youth in a job or post-secondary training retention.

I. Youth Program Design Participation

- i. Youth input will be integrated into the program services through discussion between the youth and the Navigator.
- ii. The Navigator shall incorporate appropriate recommendations into the program design.

7.5 Participant Counseling

- 7.5.1 Sub-Grantee shall assure that the Navigator advises all participants of all aspects of the program prior to enrollment.
- 7.5.2 The Navigator shall be responsible for accessing and making a network of resources available to the youth so that they can attain the WIOA performance objectives, as well as preparing the youth to meet the day to day demands of family, work and community. The Navigator shall also serve as a supportive adult to their youth caseload.
- 7.5.3 The Navigators shall create frequent opportunities for youth to provide feedback on the program and services so that appropriate adjustments and customization of services can be developed for the youth.
- 7.5.4 The Navigators shall assure that program solutions proposed for youth take into account the diversity of the youth.
- 7.5.5 In creating a schedule of activities for the youth, the Navigator shall include counseling and shall use their best efforts to fully engage the youth through the activities described herein.
- 7.5.6 The Navigators will be expected to serve as a liaison between the youth and the various supervisors or contacts for activities occurring off-site interceding on their behalf as necessary.
- 7.5.7 Navigators and Sub-Grantee assigned staff shall be accessible to youth and on call 24/7. LIFE staff shall be available to youth during extended business hours and on weekends to help accommodate the youth's school/work schedule.
- 7.5.8 Case management and informal counseling sessions may take place in-office, in-home, or in the community during days and times that are convenient to the youth and their family. Sub-Grantee staff will conduct monthly home visits in order to assess additional

services that may be needed or to help identify risk factors that may be affecting the youth's progress and success. Sub-Grantee staff shall coordinate with the Navigator in coordinating needed services.

- 7.5.9 There shall be at least weekly contact and engagement with each youth such that the contact coincides and supports their activity schedule. Contact may be recorded by the Navigator or Sub-Grantee's primary case manager.
- 7.5.10 The Navigators shall stay abreast of community services and programs so that youth can be referred according to the needs, interests, and goals for supportive services not available through WIOA.
- 7.5.11 The Navigator shall address study habits, progress, performance, and personal issues with the youth.
- 7.5.12 Case management and counseling contacts shall be documented through the Employ Florida and in the youth's file.
- 7.5.13 Case management notes shall be entered:
- a. Weekly for each participant in the program based upon counselor/case manager contact with the participant.
 - b. More often than weekly to document events, progress, challenges, and activities as they occur.
- 7.5.14 Case notes shall record all direct customer service activities including but not limited to assessment, career training and planning, development of the youth's employment plan and individual service strategy, support services provided as well as justification of need for the support services, job matching, placement and follow-up.
- 7.5.15 Case notes shall include the monitoring and documentation of each youth's services and outcomes on an individual activity basis and on a case-by-case basis. It is not expected that all youth will be provided every allowable WIOA activity or WIOA youth element. The case manager's determination of which services are appropriate for the youth in their caseload shall be documented.
- 7.5.16 Sub-Grantee's program manager shall monitor case notes on a bi-weekly basis to assure staff is entering youth activities and program events with sufficient specificity such that any new staff

assigned to case manage the youth will be aware of the youth's participation and progress and will be able to take over the case.

7.6 Participant Incentives

- 7.6.1 Incentives shall be offered to the youth enrolled in the program in accordance with the incentive plan approved by the CSBD Youth Program Manager.
- 7.6.2 Youth will be eligible to earn a performance incentive in an amount to be determined by CSBD, each year based upon the availability of funds. All incentives must be tied to performance attainments. Youth may receive an incentive for participating in a work experience. The incentive should be for making it to the midway and/or completion of the work experience for which they are receiving a wage. Youth must show positive outcomes, passing assessments and/or attaining functional grade gains to be eligible for an incentive. Incentives should be interspersed throughout the youth's tenure in the program.
- 7.6.3 Incentive or other payments to students shall be issued by CSBD and distributed by Sub-Grantee.
- 7.6.4 A performance incentive plan must be submitted to the CSBD Youth Program Manager within thirty (30) days of execution of this Agreement and by July 31, of each year this contract is in effect if the incentive plan is changed. All incentives must be tied to performance and attendance attainments. The definition of performance shall be described in the incentive plan. Incentives may not be given for enrollment into the program.
- 7.6.5 Incentive or other payments to students shall be issued by the CSBD Fiscal Department.
- 7.6.6 Each participant shall be awarded a certificate of participation and completion.
- 7.6.7 To keep youth engaged in program activities, they shall be provided with a variety of support and program services such as:
 - a. Monthly bus passes and/or pick up and transportation to program activities on a daily basis.
 - b. Saturday tutoring sessions and field trips.

- c. Gas cards for youth who have vehicles, valid insurance and vehicle registration so they can get to school, work, daycare, and program activities.

7.6.8 Youth support services may be augmented with WIOA funded support services in accordance with the CSBD support services policy and based upon the needs of the youth. All WIOA support services shall be entered into Employ Florida.

7.7 Participant Time, Data Entry, File Maintenance, Attendance, and Wages

7.7.1 For youth enrolled in a work experience/internship who will receive payments for hours worked, CSBD shall inform Sub-Grantee of payment dates and amounts. Sub-Grantee shall be responsible for keeping verified time and attendance documentation and for coordinating payroll distribution with CSBD Finance department staff.

7.7.2 Sub-Grantee shall meet with CSBD monthly to review files, youth progress and data entry.

7.7.3 Sub-Grantee shall be responsible for timely data entry, which is defined to mean within fifteen (15) days of any entry requiring a date to be entered into the Employ Florida Tracking System.

7.7.4 All barriers as defined by WIOA and eligibility information shall be recorded in Employ Florida.

7.7.5 Sub-Grantee shall use tickler dates prior to the future critical dates to assure data entry occurs on or before the effective dates. Information for dates will be pulled from Employ Florida. Case notes shall be entered into Employ Florida within three (3) days of a recordable event. All case files will be routinely reviewed to assure that they are accurate and up to date. The Navigator shall be responsible for putting checklists in place to verify that all essential information is in the case file.

7.7.6 Mistakes made in reporting youth information will be corrected in compliance with state guidelines. If the mistake is not correctable internally or on the state level, they will be documented with a case note to assure a clear audit trail.

7.7.7 Sub-Grantee shall maintain only one (1) electronic file for each youth in accordance with the model file to be provided by the CSBD Youth Program Manager.

7.7.8 Documents to be maintained/scanned into DMS include:

- a. Eligibility documents including, picture ID, social security card, address, date of birth, when required or evidence of youth/family public assistance payments, documentation of the youth's WIOA barrier, in accordance with section 7.3.5, above, when required, selective service for all males, school status, citizenship or legal status in the United States, assessment, ISS and career pathway plan. All applicable documents must be part of each youth's participant file.
- b. Navigator case notes, referral forms, progress reports, support payments including but not limited to transportation and clothing vouchers, incentive requests and payments, financial aid reports, timesheets, pre and post-tests, all of which should be entered into Employ Florida and shall be maintained in Employ Florida.
- c. All case notes should reflect the activity, program and services provided to the youth.
- d. Sign-In Sheets, Employment Verification Forms, Certificate of Completion and Licensure Documentation as applicable.

7.7.9 Sub-Grantee shall maintain participant time and attendance records, which shall consist of daily time sheets for the days where the schedule of activities created for the youth indicates expected participation. The time sheets shall be signed by the participant and the Navigator. In the event a student is absent for three (3) consecutive days, the Navigator shall make every effort to follow-up with the youth and assist in addressing any obstacles which have interfered with program participation.

7.7.10 All absenteeism and tardiness shall be documented in the Navigator's case notes.

7.8 Program Staffing

7.8.1 Sub-Grantee shall hire the Navigators to be funded under this Agreement as Sub-Grantee staff, and they shall be dedicated to meeting the project objectives.

7.8.2 Sub-Grantee shall hire staff in a timely manner in order to assure that the program is fully staffed. Sub-Grantee shall ensure that positions that become vacant during the program year are advertised and filled within forty-five (45) days of the vacancy occurring. In the event of a vacancy Sub-Grantee's youth case manager shall step in to guide the youth so that the youths' program progress is not impeded and to assure the case manager to caseload ratio remains a constant 1 staff: 12 – 15 youth at all times.

7.8.3 Sub-Grantee shall provide a copy of the Agreement work statement to the Navigators and Sub-Grantee's youth case manager so that the staff working with the program participants are aware of the program goals and objectives.

7.8.4 All Navigators funded under this Agreement shall be assigned a caseload. The caseload shall be evenly distributed among the Navigators hired under this Agreement.

7.9 General Program Requirements

7.9.1 Testimonials and Success Stories

- a. Sub-grant recipient shall provide CSBD with 2 testimonials or success stories each quarter. The stories shall be related to program participants who have successfully completed the program and entered employment, post-secondary education, or the military.
- b. The success story shall include:
 - i. Any challenges or barriers the youth had to overcome to successfully complete the program.
 - ii. Support services received that helped the youth to participate in the program.
 - iii. The activities in which the youth participated to reach their goals such as but not limited to GED training, occupational skills training, work experience, employability skills, tutoring, financial literacy training, and counseling.
 - iv. Factors that played a role in the youth's success.
 - v. A recommendation, if the youth agrees to be shared with

other youth to seek out CSBD for training and employment assistance.

- vi. Any benefits realized by the youth and their family as a result of participating in the program
- vii. A picture or video of the youth at work, in their cap and gown, or with their certificate.
- viii. A signed release using the CSBD Testimonial Form: <https://ext.careersourcebroward.com/testimonials/Uploadfiles.aspx>

7.9.2 Sub-Grantee shall utilize facilities which are visually and acoustically appropriate for learning and which makes use of space in a manner that facilitates the on-going activities of the instructional program.

7.9.3 All program activities shall conform to the health and safety regulations established by the State of Florida.

7.9.4 If disclosure of the youth participant's records is requested by the public, State of Florida confidentiality standards and WIOA requirements pertaining to records of participants in WIOA programs shall apply.

7.9.5 All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this Agreement may be used for contributions on behalf of any trainee to retirement systems or plans.

7.9.6 All program sites shall be accessible to people with disabilities.

7.9.7 Self-Monitoring

- a. The Navigator shall develop a protocol and process for monthly monitoring of their program operations and deliverables under this Agreement in accordance with a schedule approved by their CSBD Youth Program Manager. The Navigator shall submit their monitoring schedule to the CSBD Youth Program Manager within forty-five (45) days of execution of this Agreement and by August 31, of each year this contract is in effect.
- b. Self-monitoring shall include a one hundred percent (100%) file review. The file review shall be coordinated to occur thirty (30) days prior to the notice of the State's monitoring visit. The file review shall incorporate the current program year and the immediately preceding program year.
- c. Within five (5) business days following the completion of the self-monitoring protocol, The Navigator shall submit a copy of any findings identified and the proposed corrective action to their CSBD Youth Program Manager who shall respond with respect to acceptance of the proposed corrective action or shall provide the Navigator with additional instructions for the resolution of any findings.
- d. The Self-Monitoring required by this Agreement shall be in addition to the monitoring conducted by the CSBD Youth Program Manager, or the CSBD external monitors.
- e. Failure to take the requisite corrective action as a result of findings identified through monitoring shall be considered when evaluating Sub-Grantee's performance.
- f. Sub-Grantee shall use the CSBD monitoring tool and receive the CSBD Youth Program Manager's sign off prior to closing any file. If the youth has obtained a credential or a diploma a copy of the supporting document should be submitted with the closure request.
- g. Prior to exiting the youth from the system, the Navigator shall review any soft (negative) exits with the CSBD Youth Program Manager who shall approve the exit.

7.9.8 Sub-Grantee shall perform customer satisfaction surveys. Copies of the surveys must be shared with the CSBD Youth Program Manager.

7.9.9 Sub-Grantee shall measure customer satisfaction through other means as determined by Sub-Grantee and the Navigator.

7.10 Performance

7.10.1 Sub-Grantee shall meet the following performance with respect to the maintenance and correctness of their files:

- a. Sub-Grantee is responsible for implementing a self- monitoring protocol.
- b. Sub-Grantee shall make all corrective actions, as a result of findings identified by (1) Sub-Grantee through their own required self-monitoring, (2) the CSBD Program Manager or (3) the CSBD external monitors, including the state, within thirty (30) days of the issuance of the monitoring report. The corrective action must be accepted in writing by CSBD. Findings may not exceed five percent (5%) of the files monitored by CSBD, its external monitors or the state monitors, or of funds received, and no more than five percent (5%) of the Sub-Grantee's data entry may be untimely or incorrect as determined by the CSBD Youth Program Manager.

7.10.2 Enrollment Goals - Sub-Grantee shall enroll up to twenty (20) youth

- a. Enrollment Goals – Sub-Grantee shall ensure that ten (10) OSY per Navigator are consistently enrolled in the program throughout the year, by refilling slots no later than forty-five (45) days following the exit of a youth from the program.
- b. Twenty (20) youth must be enrolled by March 31 of the program year.
- c. 100% of the youth carried forward from the previous program year shall exit in the immediately subsequent program year.

7.10.3 Sub-Grantee shall be required to meet all the performance elements described below to be considered as having met performance:

- a. Ninety percent (90%) of the youth enrolled in GED preparation must complete their GED and obtain a High School credential and measurable skills gain within the program year aligned with this sub-grant agreement period as appropriate to the youth.
- b. Ninety percent (100%) of youth enrolled in training through the award of an ITA scholarship through CSBD must complete their course and obtain their credential within the program year aligned with this sub-agreement period.
- c. 100% of youth enrolled in GED, or post-secondary education which will extend over two (2) program years or which requires more than twelve months of participation to attain the certificate or degree must take a minimum of twelve (12) credits over the course of two sequential semesters and be receiving passing grades to be considered as making progress under the WIOA performance measures and attain a measurable skills gain.
- d. Eighty-Five percent (85%) of the youth in the program during the current program year shall be exited from the program by being placed in the military or post-secondary education or unsubsidized employment at the time of their exit from the WIOA program and shall be retained in the military or post-secondary education or unsubsidized employment through the second (2nd) quarter after exit from the program so as to be considered as having met the "employment measure."
- e. Eighty-Five percent (85%) of the youth who exit the program during the current program year and are placed in the military or post-secondary education or unsubsidized employment at the time of their exit from the WIOA program and shall be retained in the military or post-secondary education or unsubsidized employment through the fourth (4th) quarter after exit from the program so as to be considered as having met the "employment retention measure."
- f. Youth shall be placed in employment at a wage of \$15.00 hour
- g. All employment verification forms submitted as proof of employment must be signed by employers and/or include the source used as proof of income and a copy of the document.

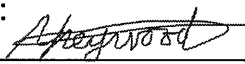
- h. Sub-Grantee's performance calculation shall include all youth entered into the state's data systems. Once youth have been entered into the state's data system, youth may not be excluded from a determination of Sub-Grantee's performance.

END OF AGREEMENT


EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: HELPING ADVANCE AND NURTURE THE DEVELOPMENT OF YOUTH, INC. through its Board (Board, Commission, Executive, as applicable), signing by and through its Chief Executive Officer (Title of Signatory) on the 13 day of June, 2024 and CareerSource Broward signing by and through its President/CEO, following Board Action on the 25th day of April, 2024.

AS TO HELPING ADVANCE AND NURTURE THE DEVELOPMENT YOUTH, INC.:

WITNESSED BY:  L.S.

 L.S.

By: 

(Signature)

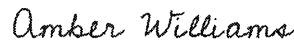
Print Name Kirk Brown

Title: Chief Executive Officer

Date: 06/13/2024

AS TO CAREERSOURCE BROWARD:

WITNESSED BY:

 L.S.

 L.S.

By: 

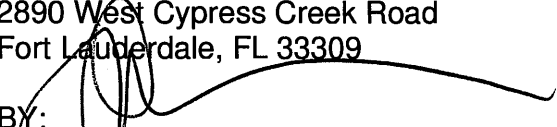
(Signature)

Print Name: Carol Hylton

Title: President/CEO

Date: 06/18/2024

Approved as to form by the CareerSource Broward
General Counsel
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309

BY: 
Rochelle J. Daniels
General Counsel

**Exhibit A-BUDGET
Administration**

07/01/24 - 06/30/25

Reminder: Administration is limited to 4.72%

Note: Totals will automatically calculate when related cells are filled.

Line Item							TOTAL
Personnel							
Salaries *							0
Fringe Benefits							0
Mileage and Travel							0
Staff Incentives							0
Other (Specify)							0
Total Personnel	0	0	0	0	0	0	0
Non Personnel							
Supplies							0
Materials							0
Books							0
Teaching Aids							0
Postage							0
Telephone							0
Maintenance							0
Printing							0
Equipment Rental							0
Equipment Purchase							0
Space Rental							0
Insurance							0
Utilities							0
** Indirect Costs							0
Audit							0
Legal							0
Accounting							0
*Profit							0
Other (specify)							0
Other (specify)							0
Other (specify)							0
Other (specify)							0
Other (specify)							0
Total Non-Personnel	0	0	0	0	0	0	0
Total ADMINISTRATION	0	0	0	0	0	0	0

**Exhibit A Budget
Services**

07/01/24 - 6/30/25

Note: Totals will automatically calculate when related cells are filled.

Line Item						TOTAL
Personnel						
Salaries *	126,500					126,500
Fringe Benefits	23,981					23,981
Mileage and Travel						0
Staff Incentives						0
Other (Specify)						0
Total Personnel	150,481	0	0	0	0	150,481
Non Personnel						
Supplies	727					727
Materials						0
Books						0
Teaching Aids						0
Postage						0
Telephone						0
Maintenance						0
Printing						0
Equipment Rental						0
Equipment Purchase						0
Space Rental						0
Insurance						0
Utilities						0
** Indirect Costs						0
Audit						0
Legal						0
Accounting						0
*Profit						0
Credential Training						0
Other (specify)						0
Background Screening	792					792
Other (specify)						0
Other (specify)						0
Total Non-Personnel	1,519	0	0	0	0	1,519
Total SERVICES	152,000	0	0	0	0	152,000

**Exhibit A BUDGET
SUMMARY**

07/01/24 - 6/30/25

Reminder: Administration is limited to 5%

Note: Items with 0 will automatically calculate when related cells are filled.

Line Item	Annual Expense	Administration	Services
Personnel			
Salaries *	126,500	0	126,500
Fringe Benefits	23,981	0	23,981
Mileage and Travel	0	0	0
Other	0	0	0
Staff Incentives	0	0	0
Total Personnel	150,481	0	150,481
Non Personnel			
Supplies	727	0	727
Materials	0	0	0
Books	0	0	0
Teaching Aids	0	0	0
Postage	0	0	0
Telephone	0	0	0
Maintenance	0	0	0
Printing	0	0	0
Equipment Rental	0	0	0
Equipment Purchase	0	0	0
Space Rental	0	0	0
Insurance	0	0	0
Utilities	0	0	0
** Indirect Costs	0	0	0
Audit	0	0	0
Legal	0	0	0
Accounting	0	0	0
*Profit	0	0	0
Other	792	0	792
Total Non- Personnel	1,519	0	1,519

GRAND TOTAL	152,000
--------------------	----------------

* Note: This page is READ ONLY. All values are based on calculation from other sheets.

Exhibit A PERSONNEL DETAILS
Salaries

List all positions included and the total amount of wages requested for each cost category. Add more lines if necessary. All allocations of salary across cost categories must be supported by matching job descriptions and a cost allocation plan.

NOTE: Columns with 0 will be automatically calculated when other items are entered.

Job Title	Staff member (if known)	Annual Salary	to Admin Budget	\$ to Admin Budget*	% of Salary to Services Budget	\$ to Services Budget**	from Other WorkForce	Salary from	Sources of Funding***	(Must total)	Total \$
EX: Case Manager	Jane Doe	\$26,000	10	\$2,600	100.00%	\$0	10	\$2,600	\$0	100	\$26,000
Success Coach	Shirley Francois - Success Coach	\$54,500			100.00%	\$0				100	\$0
Success Coach	Lafisha Williams - Success Coach	\$54,500			100.00%	\$54,500				100	\$54,500
Program Manager	Rashani Boynton-Program Manager	\$70,000			25.00%	\$17,500	75%	\$52,500		100	\$70,000
										100	\$0
										100	\$0
TOTALS						\$126,500		\$52,500		\$0	\$179,000

*Total must match the total salaries on Administration Budget (Budget Sheet #1)

**Total must match the total salaries on Services Budget (Budget Sheet #2)

***Include all non-Workforce One Funds

Exhibit A PERSONNEL DETAILS
Fringe Benefits

Enter fringe benefits for all positions listed on Budget page 4. Add more lines if necessary.
NOTE: Columns W thru U will be automatically calculated when other items are entered.

Job Title	Staff member (if known)	Total Salary	Total Fringes	% of Fringes compared to Salary	% of Fringes to Admin Budget	\$ for fringes to Admin Budget*	% of Fringes to Services Budget**	\$ to for Fringes Services Budget**	% of Fringes from other WorkForce One Programs	\$ for Fringes from other WorkForce One Programs	% of Fringes from Other Sources Funding **	\$ for Fringes from Other Sources ***	Total % (Must total 100)	Total \$
EX: Case Manager	Jane Doe	\$25,000	\$4,680	18%	10	\$468	100.00%	\$0	10	\$468	30	\$1,404	100	\$4,680
Success Coach	Shirley Francois, Success Coach	\$54,500	\$10,507	19%			100.00%	\$10,507					100.00%	\$10,507
Success Coach	Larisha Williams, Success Coach	\$54,500	\$10,507	19%			100.00%	\$10,507					100.00%	\$10,507
Program Manager	Raehani Boynton- Program Manager	\$70,000	\$11,866	17%			25.00%	\$2,966			75%	\$8,899	100.00%	\$11,866
								\$0						\$0
								\$0						\$0
								\$23,981				\$8,899		\$32,880

*Total must match the total fringes on Administration Budget (Budget Sheet #1)

**Exhibit A BUDGET
Non-Personnel Costs**

07/01/24 - 06/30/25

Itemize any items in your budget under the categories listed and provide cost breakdown.
Add more lines if necessary.

Note: Items with 0 will automatically calculate when related cells are filled.

Cost Category*	Item	Quantity	Unit Cost	Total Cost**
EX: Equipment Purchase	staff desks	10	\$400	\$4,000
<u>Supplies</u>	General Office Supplies: Pens, Pencils, Copy Paper etc.	1	\$727	\$727
	for the year			
<u>Materials</u>				
<u>Books</u>				
<u>Teaching Aids</u>				
<u>Credential Training</u>				
<u>Telephone</u>				
<u>Maintenance</u>				
<u>Printing</u>				
<u>Equipment Rental</u>				
<u>Equipment Purchase</u>				
<u>Space Rental</u>				
<u>Other</u>	Background Checks for Youth	12	66	792
<u>Computer Equipment</u>				
Total				\$1,519

SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-OSY-12021

(PROGRAM YEAR 2024-2025)

BETWEEN

CAREERSOURCE BROWARD

AND

HARMONY DEVELOPMENT CENTER, INC.

(SUBRECIPIENT)

THIS IS NOT AN AGREEMENT FOR RESEARCH AND DEVELOPMENT

UEI #	N66EBNXJH3H5
FEDERAL AWARD IDENTIFICATION (FAIN) #	23A55AY000003
FEDERAL AWARD DATE	04/01/2023
TOTAL FEDERAL AWARD	\$2,324,084
FEDERAL AWARDDING AGENCY	US DOL
ALN #	17.259
PASS THROUGH ENTITY	Florida Commerce
CONTRACT OFFICER	Carol Hylton
CONTACT INFORMATION	Per Notice Section in the Agreement

Pursuant to the Steven's Amendment
Consolidated Appropriations Act of 2018, Pub. L No. 115- 141, 132 Stat. 348,
div. H, Title V, Sec. 505
(Mar. 23, 2018)

1. The percentage of the total costs of the program or project which will be financed with Federal money is 100 percent.
2. The dollar amount of Federal funds for the project or program is \$60,000
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources is 0 percent

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AGREEMENT NO. 2024-2025-CR-WIOA-OSY-12021

(PROGRAM YEAR 2024-2025)

BETWEEN

CAREERSOURCE BROWARD

AND

HARMONY DEVELOPMENT CENTER, INC.

THIS SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-OSY-12021, entered into the 24th day of June, 2024 by and between CAREERSOURCE BROWARD hereinafter referred to as CSBD, the administrative entity and fiscal agent for the CareerSource Broward Council of Elected Officials and the Broward Workforce Development Board, Inc. having its principal office at 2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309 and HARMONY DEVELOPMENT CENTER, INC. hereinafter referred to as SUB-GRANTEE, existing under and by virtue of the laws of the State of Florida, as a not for profit corporation, having its principal office at 12233 SW 55th Street, Suite #801, Cooper City, FL 33330 to begin on the date this Sub-grant Agreement is executed by the parties.

RECITALS

WHEREAS, Broward County has been designated as a local workforce development area and CSBD is sub-grant recipient and the administrative entity for local workforce development area; and

WHEREAS, CSBD issued a Request for Proposal (RFP) in January 2024 seeking service providers for Out-of-School under the Workforce Innovation and Opportunity Act of 2014 (WIOA 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128); and

WHEREAS, SUB-GRANTEE responded to the RFP and was recommended for funding by the BWDB Youth Committee; and

WHEREAS, at their meeting on April 25, 2024, the CSBD governing boards approved an award of funds to SUB-GRANTEE to serve Out-of-School youth;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

ARTICLE 1

AGREEMENT PURPOSE

1.1 Purpose

It is the purpose of this Sub-Grant Agreement to state the covenants and conditions under which the Sub-Grantee will implement and provide workforce development services, as shall be described herein.

ARTICLE 2

DEFINITIONS

In addition to the definitions set forth in the Workforce Innovations and Opportunity Act of 2014, Public Law 113-128 (29 U.S.C. Sec. 3101 et seq., or as it may be amended, the Regulations promulgated there-under at 20 CFR 603 et seq. and 20 CFR Part 676 et seq., the Personal Responsibility and Work Opportunity Reconciliation Act 42 U.S.C. 601 et seq. and the Regulations promulgated there-under at 45 CFR Part 260, et al., and the Acts and regulations applicable to such other grant funding streams as are identified in this agreement and Sub-Grantee's budgets attached hereto as Exhibit A, the following definitions are applicable to the program operated by the Sub-Grantee and to the terms and conditions of this Sub-grant Agreement and any amendments hereto.

2.1 Academic Credit

Credit for education, training or work experience, applicable toward a secondary school diploma, a post-secondary degree, or an accredited certification of completion, consistent with applicable state law, regulations and policy, and the requirements of an accredited educational agency or institution.

2.2 Administrative Costs

All indirect and direct costs associated with the management of the programs funded by this Sub-grant Agreement. They are costs, which do not directly and immediately benefit participants but are necessary for effective delivery of direct participant benefits. These costs are generally identified with supervision, management, fiscal and record keeping systems and are defined in accordance with the regulations governing the funding streams made available to the Sub-Grantee.

2.3 Allowable Costs

Those costs, which are necessary, reasonable and allowable under applicable federal, state and local law, for the proper administration and performance of the services to be provided under this Sub-grant Agreement. In general, allowable costs are defined by 2 CFR §200.420 – §200.475

2.4 Amendment

A modification to this Sub-grant Agreement duly executed by the parties.

2.5 Apprenticeship Program

An officially authorized plan which sets forth the terms and conditions for the qualification, recruitment, selection, employment and training of apprentices.

2.6 Assessment

The process whereby applicants are interviewed to determine their employability, motivation, aptitude, abilities and interests in order to develop an individual service strategy for the attainment of the participant's career goals. Testing and counseling are a part of the assessment process.

2.7 Audit

A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Sub-Grantee's financial operations are being properly conducted, financial reports are being presented fairly and the organization is in compliance with applicable laws and regulations. All Sub-Grantees including commercial organizations pursuant to 20 CFR 200(b)(2)(ii) must submit an audit of the program funded under this Sub-grant Agreement as is further delineated herein. For purposes of this Sub-grant Agreement an Audit shall mean an audit conducted in accordance with 2 CFR 200 Subpart F (§200.500-§200.521)

2.8 Barriers to Employment

Characteristics which hinder an individual's ability to participate in the labor market.

2.9 Basic Skills Deficient

With respect to an individual:

- (a) who is a youth, the individual's English reading, writing, or computing skills are at or below the 8th grade level based upon their score on a generally accepted standardized test; or
- (b) who is a youth or adult, the individual is unable to compute or solve problems, read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

2.10 Broward Workforce Development Board, Inc.

The local workforce development board, which is also referred to as the BWDB, a 501 (c)(3) organization.

2.11 Case Management

Is a client-centered approach in the provision of services to assure they are aligned with an individual's assessment and follows the individual's service strategy or employment plan as agreed to with the individual to ensure access to the workforce activities and supportive services, needed for the individual to succeed.

2.12 Certificate

A certificate awarded in recognition of an individual's attainment of technical or occupational skills by (1) A state educational agency or a state agency responsible for administering vocational and technical education within a state. (2) An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community colleges, proprietary schools, and all other institutions of higher education that are eligible to participate in federal student financial aid programs. (3) A professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g., Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities. (4) A registered apprenticeship program. (5) A public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an occupation or profession (e.g., FAA aviation mechanic

certification, state certified asbestos inspector). (6) A program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons and (7) Institutions of higher education, which is formally controlled, or has been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes. Certificates awarded by workforce investment boards or their providers are not included in this definition. Work readiness certificates for employability skills training, success seminars or similar training are also not included in this definition.

2.13 Classroom Training

Training conducted in an institutional setting designed to provide individuals with the technical skills and information required to perform a specific job or group of jobs.

2.14 The Code of Federal Regulations

Also referred to as CFR. It is where regulations applicable to a federal grant program can be found. Regulations are also published in the Federal Register.

2.15 Commercial Organization

A private-for-profit entity.

2.16 Cost Allocation Plan

A plan, which identifies and distributes the cost of services provided by support staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category.

2.17 Cost Reimbursement Sub-Grant Agreement

This is a contract format, which provides for the reimbursement of all allowable costs, which have been identified and approved in the contract budget. It requires that the Sub-Grantee maintain the documentation necessary to support the cost. This contract is a cost reimbursement contract.

2.18 Countable Work Activity

For mandatory WTP participants, a work activity that satisfies the work requirement necessary to be included in the calculation of participation in a WTP program.

2.19 Credential

A nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates. Includes all state education agency recognized credentials.

2.20 Demand Occupation

This is an occupational area, which has been designated as in high demand in the Broward County labor market area.

2.21 Department of Children and Families

Also referred to as DCF.

2.22 Dislocated Worker

In accordance with the WIOA this is an individual who:

- (A) (i) has been terminated or laid off, or who has received a notice of termination or layoff, from employment
- (ii) (1) is eligible for or has exhausted entitlement to unemployment compensation; or
- (2) has been employed for a duration sufficient, as determined by CSBD to demonstrate, an attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a state unemployment compensation law; and
- (iii) is unlikely to return to a previous industry or occupation;
- (B) (i) has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise;
- (ii) is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or
- (iii) for purposes of eligibility to receive services, other than career services, training or support is employed at a facility at which the

employer has made a general announcement that such facility will close;

(C) was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters; or

(D) is a displaced homemaker as defined in the WIOA.

(E) (i) is the spouse of a member of the Armed Forces on active duty (as defined in section 101(d)(1) of title 10, United States Code), and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or

(ii) is the spouse of a member of the Armed Forces on active duty and who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

2.23 D.O.T. Codes

The nine-digit Dictionary of Occupational Titles code for a job or occupational title.

2.24 Eligible or Eligibility

Refers to an individual's status in relation to their ability to participate in a grant program.

2.25 Eligible Training Providers List (ETPL)

This is a list of approved training institutions compiled pursuant to WIOA requirements approved by the CSBD governing boards which institutions may provide training to a CSBD participant.

2.26 EmployFlorida

Also referred to as EF it is the Florida Commerce management information and data system.

2.27 Excess Revenue

This refers to revenues in excess of actual costs. All governmental and not-for-profit entities must report and return any excess revenue earned as a result of providing the services and activities under this Agreement.

2.28 Exit

A term which refers to an individual who is no longer considered a program participant and is reported in the State's information system as an individual who has "exited" from the program in which they were enrolled. Although considered "exited" if the participant is a youth they may still be receiving support and/or follow up services.

2.29 FloridaCommerce

The State of Florida Department of Commerce formerly the Department of Economic Opportunity or "DEO."

2.30 Funding Stream

The term funding stream as used herein refers to the State and/or federal grants under which a program or activity is funded. Different funding streams are governed by varying pieces of legislation, statutes and regulations. The grants which comprise the funding streams applicable to this Sub-grant Agreement are identified in the budgets attached hereto as Exhibits A. Sub-Grantee must comply with the federal and state requirements of each funding stream identified in their budget when executing their duties and responsibilities under this Sub-grant Agreement.

2.31 Governor

The Chief Executive Officer of the State of Florida.

2.32 Individual Service Strategy (ISS)

An individual plan for a participant which includes an employment goal, achievement objectives, and the appropriate combination of services determined during the individual's objective assessment. The ISS includes the training and employability development plans for a participant.

2.33 Individual Training Account (ITA)

An amount set aside to pay for an individual to be able to attend occupational skills training provided by an ETP.

2.34 Industry Based Training

Also referred to as customized training. It is training designed to meet the special requirements of an employer or a group of employers and is

conducted with a commitment by the employer to employ an individual upon successful completion of the training; and for which the employer pays a percentage of the cost of the training.

2.35 In School Youth

An individual who is in secondary school and is between the ages of 14 – 21 or in post-secondary school at the time of their application for WIOA services, who has not yet reached the age of 24, and who meets WIOA eligibility criteria.

2.36 Low Income Individual

An individual who:

- A. Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance; or
- B. Is in a family with total family income that does not exceed the higher of:
 - a. The poverty line; or
 - b. 70 percent of the lower living standard income level, or
 - c. Is a homeless individual as per the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), or a homeless child or youth (as per the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2))); or
 - d. For purposes of in-school youth programs receives or is eligible to receive a free or reduced-price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.); or
 - e. Is a foster child on behalf of whom State or local government payments are made; or

- f. Is an individual with a disability whose own income meets the income requirement of i or ii above, but who is a member of a family whose income does not meet this requirement.

2.37 Lower Living Standard Income Level

Is the income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget.

2.38 Occupational Training

Training defined by using the first three digits of the Dictionary of Occupational Titles (DOT) code or a five-digit code as defined by the OES.

2.39 Offender

An adult or juvenile who is or has been subject to any stage of the criminal justice process, or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

2.40 OJT

On-the-Job-Training. All OJT is subject to the CSBD policies governing OJT.

2.41 Out-of-School (OSY)

An individual eligible for WIOA services, who is 16 years of age or older who has not yet reached their 24th birthday and is not attending secondary or post-secondary school and has not attended secondary or post-secondary school for the semester immediately prior to their seeking enrollment into WIOA as an OSY. Youth enrolled in an alternative education or GED program at the time of application for WIOA services are considered to be OSY. Youth enrolled in drop out recovery are considered to be in-school youth for purposes of WIOA.

2.42 Participant

An individual who has been determined eligible for receipt of the services to be provided under this Sub-grant Agreement.

2.43 Personal Responsibility and Work Opportunity Reconciliation Act

The Personal Responsibility and Work Opportunity Reconciliation Act shall be referred to as the PRWOR 42 U.S.C. 601 et seq. (PRWOR). In Florida, the PRWOR is enacted through the Workforce Innovation Act, Chapter 445 of the Florida Statutes and is referred to as the Welfare Transition Program or “WTP”.

2.44 PELL Grant

Federal education grants targeted to assist low-income individuals. Entities, which are PELL eligible, must coordinate PELL assistance with WIOA funds. For OSY enrolled in training, PELL funds must be used before applying for WIOA assisted training.

2.45 Post-Secondary Institution

An institution as defined in the Higher Education Act of 1965.

2.46 Pre-Test and Post Test

Written evaluative instruments, which measure a participant’s skill level at entry into and at completion of training.

2.47 Profit

An amount in excess of the cost necessary to operate a program. Profit is allowable under a cost reimbursement Sub-grant Agreement to the extent it is reasonable as determined during contract negotiations. It includes that amount which is associated with proprietary materials included in the cost of the program. Profit may be allocated among the cost categories. Profit may only be earned by private-for-profit organizations.

2.48 Program

The activities and services to be provided by Sub-Grantee under and pursuant to this Sub-grant Agreement.

2.49 Program Costs

Personnel and non-personnel costs related to the provision of services to participants under a WIOA funded contract. Costs include the salaries, fringe benefits, equipment, supplies, space, staff training, transportation and other related costs of personnel providing training, component supervisors, coordinators, clerical staff working on direct training activities or functions, instructional materials and equipment used by or for

participants, classroom training space, utility costs, insurance, commercially available training packages, tuition, and OJT reimbursements.

2.50 Program Year

The program year is July 1 to June 30.

2.51 Program Income

Interest earned on any advances under this Sub-grant Agreement or income generated by a contract funded by WIOA as a result of the use or fees charged for the rental of real or personal property, or fees for services performed or conferences, or the sale of commodities or items developed with contract funds, or from the participants' activities under the contract except for OJT or revenue in excess of costs earned by organizations other than commercial organizations.

2.52 Retention

The period an individual remains in an unsubsidized job following job placement or in the case of a WIOA youth, the period the youth remains in a job, the military, post-secondary school or advanced training following exit from the program. The calculation for determining whether the retention period has been met is dictated by the performance measure calculation provided by the state or the federal agency with oversight over the funding stream under which the participant is being served.

2.53 Service Provider

This is the sub-recipient, sub-grant recipient, Sub-Grantee, provider or contractor.

2.54 Slot

A training or employment position, which one or several participants may occupy at different times within the same contract period.

2.55 Stand In Costs

Costs paid from non-federal sources, which may be used to stand in for a disallowed cost as a result of a monitoring or audit finding of a disallowed cost. To be considered stand-in costs must be reported as uncharged program costs and must have been allowable under the grant regulations for the program under which they are proposed to stand-in. They are subject to verification through audit. In order to use in kind costs to stand

in for a disallowed cost, State of Florida and federal oversight agency approval must be obtained.

2.56 Sub-Grantee

Harmony Development Center, Inc.

2.57 Support

Personnel and non-personnel costs for services such as transportation, childcare, dependent care, housing, and needs-related payments related to the provision of support services to participants necessary for the participant to take part in an activity funded under this Sub-grant Agreement. The various funding streams under which an individual may be served may limit support.

2.58 Tuition

Charges for education provided by an institution of higher education as defined by the Higher Education Act of 1965 Section 1201(a), or a proprietary institution of higher education, as defined by the Higher Education Act of 1965 Section 481(b), that are not more than the charges for such training made available to the general public.

2.59 The United States Department of Labor

Also referred to as DOL or USDOL.

2.60 The Workforce Innovation and Opportunity Act of 2014

Also referred to as WIOA, 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128.

2.61 Work Activity Plan

A plan, which details when specific elements of performance will be achieved by the Sub-Grantee and/or attained by a participant during training. If required and attached as an Exhibit, the work activity plan is an integral part of the contract budget and non-compliance with negotiated time frames and performance levels may result in a determination of non-performance under an agreement.

2.62 Work Experience

A short term or part time work assignment in order to provide a participant with good work habits and basic work requirement skills. The Participant's

ISS should identify the length of time which should be justified by the hours needed to provide the training. The work experience must be contextual to the training. For WIOA work experience may be at a for-profit or a private-not-for-profit or governmental entity site. For WTP, work experience is done through community service and may only be at a private-not-for-profit or governmental site.

END OF ARTICLE 2

ARTICLE 3

FISCAL MANAGEMENT

3.1 General Terms

3.1.1 Funding Independent from Consortium Members.

It is agreed that all funds made available to the Sub-Grantee are funds granted to CSBD from the State of Florida under WIOA or other state and federal grants and are not from funding sources of any member of the Council or BWDB.

3.1.2 Compliance with Federal and State Requirements.

- a. The Sub-Grantee agrees to implement this Sub-grant Agreement in accordance with the federal, state and local laws, regulations, policies, and procedures applicable to the funding streams identified in Sub-Grantee's budget. Sub-Grantee understands that nothing in this Sub-grant Agreement will relieve Sub-Grantee from adherence to applicable federal, state, and local laws and regulations. Any conflict or inconsistency between the above and this Sub-grant Agreement will be resolved in favor of those laws, regulations, policies, and procedures. Allowability and allocation of costs to the cost categories shall be governed by 2 CFR 200 et. seq., the federal regulations governing federal funding streams, FloridaCommerce, CSBD policies, and the budget attached to this Sub-grant Agreement as Exhibit A. Any conflict or inconsistency between the above and this Sub-grant Agreement will be resolved in favor of those laws, regulations, policies and procedures. This section shall be construed to allow for CSBD to impose restrictions more limiting than those required by said laws, regulations, policies and regulations.
- b. CSBD reserves the right to use Welfare Transition Program (WTP) grants to fund all or a part of the program and activities to be provided by Sub-Grantee under this sub-grant agreement based upon the availability of funds to CSBD and the allowable use of the funds for the purposes set forth in this Sub-grant Agreement. In the event some or all program activities to be provided under this Sub-grant Agreement are funded with WTP funds Sub-Grantee agrees to enter participant data into the State of Florida "OSST" system as well as in to the state EF system.

3.2 Compensation

3.2.1 Total Compensation

- a. The compensation awarded for the OSY program funded under this sub-grant agreement shall be Fifty-Nine Thousand Six Hundred and Eighty-Four Dollars and zero cents (\$59,684.00), for the period July 1, 2024 through June 30, 2025 in accordance with the budget attached hereto as Exhibit A.
- b. Any funds not expended for the period July 1 through June 30, of each program year during which this Sub-grant Agreement is in effect may not be used to support the programs funded under any amendment extending this Sub-grant Agreement for a successive program year.
- c. If Sub-Grantee is a commercial organization and has included profit as a part of a line-item budget, Sub-Grantee shall not be entitled to be paid for that line item until all goods and/or services under this Sub-Grant Agreement have been received. This clause is subject to any additional limitations contained in this Sub-Grant Agreement.

3.2.2 Payments Limited to the Program and Cost Reimbursement Budget

- a. Funds will be made available to Sub-Grantee on a cost reimbursement basis for allowable costs as defined by federal, state and local laws and guidelines and in accordance with the line-item budget limitations within each cost category of the budget attached hereto as Exhibit A.
- b. Funds awarded under this Sub-Grant Agreement or an amendment to this Sub-grant Agreement shall also be limited to:
 - i. The operation of the program described and in accordance with the terms and conditions set forth herein; and
 - ii. The period for performance as stipulated in the introductory clause of this Sub-grant Agreement or as it may be amended.
 - iii. The terms and conditions of this Sub-grant Agreement, including the supporting detail and positions approved in the budget attached to this Sub-grant Agreement as Exhibits A. Line items not described in Exhibit A will not be subject to

reimbursement, this includes but is not limited to the specific costs related to supplies, materials, printing, equipment, increases or changes to staffing, wages and/or fringe benefits, bonuses, incentive payments, or mileage in excess of the CSBD mileage reimbursement policy or as approved by CSBD.

3.3 Fiscal Controls

3.3.1 Maintenance of Fiscal Records in Accordance with GAAP

Sub-Grantee agrees to maintain their books and records in accordance with Generally Accepted Accounting Principles, (GAAP), and to institute fiscal controls as established by CSBD from time to time so as to be able to satisfactorily account for all monies spent in order to perform their obligations under this Sub-grant Agreement.

3.3.2 Segregation of Sub-grant Agreement Funds

Sub-Grantee shall keep program funds segregated from other funds belonging to Sub-Grantee's organization by maintaining separate bank accounts and/or separate ledgers.

3.3.3 Prohibition Against Advances

In no case shall Sub-Grantee be paid in advance of work performed or services rendered.

3.3.4 Sub-Grantee Responsible for Actions of Employees and Representatives

Sub-Grantee shall be responsible for the actions of its representatives, employees, and instructors with regard to all aspects of the Sub-Grantee's program including, but not limited to, program implementation, the certification and submission of time and attendance records, invoices, submission and verification of financial reports, and maintenance of records.

3.3.5 Access to Records Prior to Funding

Upon demand and/or within thirty (30) days prior to funding any program or service, Sub-Grantee shall allow CSBD to evaluate Sub-Grantee's fiscal and personnel systems in order to be assured of Sub-Grantee's capability to manage the program or project funded by this Sub-grant Agreement or any amendment hereto.

3.3.6 Sub-Grantee Obligation Regarding Training and Support Funds

- a. To assure expenditure requirements are met for the various funding streams and that funds are not over obligated beyond what CSBD has available for each program year Sub-Grantee is responsible for obligating funds which shall be reimbursed or paid to a third party by CSBD. This includes but is not limited to participant support services, work experience wages, tuition payments, and similar types of costs.
- b. Sub-Grantee may be requested to provide CSBD with a weekly report regarding the detail of those obligations. The report shall be provided to the CSBD Sr. Vice President of Operations, in a format and containing information as required by CSBD. Failure to provide the report and resultant over obligations beyond funds budgeted by CSBD for these third-party services will become Sub-Grantee's responsibility for payment. Sums obligated by Sub-Grantee in excess of the amounts budgeted by CSBD will be deducted from invoices due Sub-Grantee and/or will have to be reimbursed to CSBD by Sub-Grantee should Sub-Grantee's invoices be insufficient to cover the expense.

3.4 De-obligation and Failure to Perform

3.4.1 De-obligation for Non-Performance

CSBD may de-obligate or redistribute the funds under this Sub-grant Agreement or any amendment hereto, to alternate Sub-Grantees to the extent that either the Sub-grant Agreement is fully or partially terminated, the Sub-Grantee is not able to perform effectively, or Sub-Grantee's total program costs will not be expended in accordance with the amount of funds awarded under this Sub-grant Agreement.

3.4.2 Funds Limited to the Sub-grant Agreement Program

Funds accrued or allocated to the Sub-Grantee under this Sub-grant Agreement or any amendment to this Sub-grant Agreement cannot be used by the Sub-Grantee to support other programs operated by the Sub-Grantee even under a different Sub-grant Agreement or amendment with CSBD.

3.4.3 Sub-grant Agreement Contingent Upon CSBD's Receipt of Funds

- a. This Sub-grant Agreement is subject to the appropriation of funds by the Florida Legislature. Florida Statutes, Section 287.0582.
- b. Sub-Grantee agrees and understands that funds allocated to the Sub-Grantee under this Sub-grant Agreement or any amendment or modification hereto are contingent upon CSBD's receipt of the federal grant funds under which this Sub-grant Agreement is funded. CSBD, therefore, reserves unto itself the right to unilaterally de-obligate, modify or amend Sub-Grantee's budget in proportion to CSBD's funding level and at the sole discretion of CSBD or if necessary, to suspend or terminate this Sub-grant Agreement or any amendment hereto instantaneously and as may be necessitated by CSBD's funding levels. Any de-obligation, modification or amendment of the funds allocated in the Sub-Grantee's Sub-Grant Agreement, or any amendment hereto, shall be effective upon notification to the Sub-Grantee by CSBD. CSBD shall provide Sub-Grantee thirty (30) days' notice or in the event CSBD receives less than thirty (30) days' notice CSBD shall provide such notice as CSBD receives from its funding sources. In such instances, costs will be reimbursed up to the date of cancellation only; thereafter, neither CSBD nor Sub-Grantee shall have any obligation to complete or otherwise continue the Program.
- c. Sub-Grantee's funding shall be subject to the de-obligation policy adopted by the State. To the extent that Sub-Grantee expenditure rates result in the de-obligation of funds allocated to CSBD by the State, this Sub-grant Agreement may be unilaterally amended to reduce the total funds available in proportion to the funds de-obligated.

3.4.4 Sub-Grantee Salaries

Sub-Grantee salary and bonuses paid with federal funds may not exceed Federal General Services Administration published Executive Level II salaries. The annual limits are published on the OPM.gov website (<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/executive-senior-level>) and USDOL Training and Employment Guidance Letter No. 5-06

3.5 Method of Payment

3.5.1 Invoicing.

- a. In order to receive payment Sub-Grantee shall submit an invoice to CSBD within fifteen (15) working days following the end of each month. Invoices are generally paid within thirty (30) days of receipt.
- b. Invoices submitted more than fifteen (15) days following the termination of the CSBD program year, which is June 30 of each year, will be honored at CSBD's discretion.
- c. The invoice shall be for allowable costs as described in Sub-Grantee's budget and as governed by the rules applicable to the funding streams and grants awarded to Sub-Grantee.
- d. The invoice must be accompanied by all documentation necessary to substantiate the expenses for which Sub-Grantee is seeking reimbursement.
- e. Invoices containing costs not supported by the proper documentation or items not detailed in Sub-Grantee's line-item budget shall be paid minus the expenditures lacking the documentation or not included with the submission of the invoice.
- f. Accuracy and timeliness of the invoices shall be a factor in recommendations made to the CSBD governing boards.

3.5.2 Invoice Errors

- a. Sub-Grantee shall be trained on the correct way to submit invoices for reimbursement of expenses. Following the training, Sub-Grantee will receive a written notice from CSBD for Sub-Grantee invoices which:
 - i. Contain mathematical errors, or
 - ii. Seek reimbursement for items not covered by the budget, or
 - iii. Are submitted late, or

- iv. Are not accompanied by the appropriate supporting documentation.
- b. If after training and a written notice an invoice is submitted to CSBD with one of the faults described in paragraph a above sub-recipient's inability to provide correct invoices will be reported to the CSBD governing boards at the time that contract renewal is considered.

3.5.3 Reimbursement of Purchases

In the case of a request for reimbursement of costs incurred in the acquisition or leasing of capital and expendable equipment as approved by CSBD, Sub-Grantee shall be required to comply with Article 3, Section 3.7, Property Management, of this Sub-grant Agreement. All capital expenditures must be approved by CSBD in advance and shall be subject to the rules set forth in 2 CFR 200 as they apply to capital expenditures. Funds under this Sub-grant Agreement may not be used for the purchase in whole or in part of real property.

3.5.4 Required Documentation for Submission of Invoices

Sub-Grantee agrees to maintain and provide the following documentation to CSBD, along with Sub-Grantee's invoice for payment. Sub-Grantee understands that invoices submitted without the below described documentation will not be honored.

- a. For mileage reimbursement requests, Sub-Grantee shall use the CSBD mileage form or their own form which contains the same information. Mileage from home to work will not be reimbursed. Sub-Grantee is limited to the CSBD rate when reimbursing its staff for mileage.
- b. For staff payroll reimbursement requests, Sub-Grantees submit time sheets and payroll information. Sub-grant recipients who do not have certified payroll systems in which the payroll register is supported by time sheets must establish a sign-in system. Time sheets shall reflect time allocated across cost categories, contracts or other activities, whether paid for by CSBD or not.
- c. In general Sub-Grantee must submit copies of the front and back of cancelled checks where applicable of a copy of the electronic payment to substantiate their expenditures in order to be reimbursed. For purchases, Sub-Grantee shall also submit

all procurement documentation, and a copy of the front and back of the cancelled check applicable to the procurement.

- d. For proprietary materials such as books and supplies, Sub-Grantee shall provide signed receipts from students acknowledging delivery of the materials for which CSBD is being charged, along with the front and back of cancelled checks where appropriate.
- e. For reimbursement of rental and utility charges, Sub-Grantee shall provide a copy of the lease and, as appropriate, a copy of the entire phone bill, utility bill, and/or rental Sub-grant Agreement along with the front and back of the cancelled check.
- f. Sub-Grantee may be requested to provide access to participant case notes, participant progress reports and competency tests.

3.5.5 Credits

- a. In the event Sub-Grantee requests a reimbursement for a security deposit on leased equipment or space or other good or service, which payment will be reimbursed to Sub-Grantee at a later date or makes a payment in advance for a good or service for which a credit is later due Sub-Grantee, or receives a credit or discount for an over payment or an aggregated volume purchase or any other discount or reduction in cost, Sub-Grantee shall report such credit, discount or return of payment or overpayment to CSBD and shall be responsible for returning the funds to CSBD.
- b. CSBD reserves the right to deduct such credits, discounts or return payments due or paid to Sub-Grantee, from any outstanding invoice under this Sub-grant Agreement or any Sub-grant Agreement in force between CSBD and the Sub-Grantee at the time of identification of the credit, returned payment, discount or other financial benefit made available to Sub-Grantee as a result of funds made available to Sub-Grantee under this Sub-grant Agreement. CSBD's right to such credits, discounts or return payments are in addition to any other rights or remedies accruing to CSBD under this Sub-grant Agreement and shall survive the termination of this Sub-grant Agreement.

3.5.6 Changes to the Budget

Any change to the budget requires a written request from Sub-Grantee, approval by CSBD and the execution of a Sub-Grant Amendment.

3.5.7 Release of Claims Upon Final Payment

The Sub-Grantee, upon final payment of amounts due under this Sub-grant Agreement, less any credits, refunds, or rebates due to CSBD, hereby releases and discharges CSBD from any financial claims arising from this Sub-grant Agreement.

3.6 Payment Adjustments/Suspensions

3.6.1 Reimbursement of Non-Budgeted and Unallowable Costs

CSBD shall not reimburse or pay any expenditures, costs, or payments for goods and/or services to Sub-Grantee which are found to be unallowable, or which are found to be inconsistent with the last approved budget; provided, however, that said budget may be revised for more efficient and effective use of monies available under the Sub-grant Agreement upon written request by the Sub-Grantee to CSBD and written approval thereof by CSBD in advance of the expenditure.

3.7 Property Management

3.7.1 Property Use Limited to the Program

- a. Property leased or purchased with grant funds, including personal or real property shall only be used in implementing the CSBD programs funded by this Sub-grant Agreement or any amendment hereto. Title to property purchased with funds made available through this Sub-grant Agreement shall vest with the State of Florida and/or CSBD and the property shall be returned to CSBD upon termination of this Sub-grant Agreement.
- b. Sub-Grantee shall not use contract funds to purchase a part or portion of personal property.
- c. In the event that Sub-Grantee enters into a lease for real property with funds under this Sub-grant Agreement:
 - i. Sub-Grantee shall assure the lease contains a deobligation clause similar to that contained in this Sub-grant Agreement.

- ii. The lease shall not obligate CSBD.
- iii. If the lease is for a facility owned by Sub-Grantee, then lease payments shall be limited in amount in accordance with the 2 CFR 200.

3.7.2 Sub-Grantee Procurement Requirements

- a. Sub-Grantee agrees to adhere to the requirements set forth in 2 CFR 200.320 in the procurement of goods and services under this Sub-grant Agreement.
- b. Sub-Grantee shall secure CSBD's written approval for the purchase of items not included in Sub-Grantee's budget.
- c. Sub-Grantee shall avoid all conflicts of interest either real or perceived in the procurement of goods and services with contract funds and in the execution of their obligations under this Sub-Grant Agreement.

3.7.3 Sub-Grantee Use of Alternative Procurement System

If Sub-Grantee's purchasing and procurement system is more stringent than that required by 2 CFR 200.320 Sub-Grantee may utilize their procurement system.

3.7.4 Sub-Grantee's Failure to Produce Records

Sub-Grantee expressly agrees that it shall reimburse CSBD for any funds expended under this Sub-grant Agreement or amendment hereto when the Sub-Grantee does not nor cannot produce the documents required to demonstrate that the procurement requirements of this section have been followed or to support/substantiate that the goods and/or services procured and/or purchased have been received.

3.7.5 Inventory Tags

Upon receipt by CSBD of Sub-Grantee's invoice for the purchase of property with CSBD funds, CSBD shall provide Sub-Grantee with inventory tag numbers which tags shall be affixed to the property.

3.7.6 Insurance Coverage for Property

- a. Sub-Grantee shall provide insurance coverage for all property purchased with CSBD funds in the event of loss or damage and

shall list CSBD as the named insured with regard to such property.

- b. Any loss, theft, or damage to CSBD/State property, along with the property's inventory tag number shall be reported to CSBD and the local police department as soon as possible following discovery of the loss, theft, or damage, but in any case, not later than thirty (30) days following the actual loss, theft, or damage.
- c. Any recovery made by Sub-Grantee following a report to Sub-Grantee's insurer of the loss, theft, or damage shall be reported to CSBD. CSBD will then inform Sub-Grantee as to whether or not it may use the funds to replace the property or whether the monies should be returned directly to CSBD.

3.7.7 Requirement to Provide a Physical Inventory

Thirty (30) days prior to the end of this Sub-grant Agreement, Sub-Grantee shall present CSBD with a physical inventory of all property located in or out of the CSBD, One-Stop Centers purchased with CSBD funds by Sub-Grantee or CSBD. The physical inventory shall contain a reference to the Sub-grant Agreement under which funds were allocated for the purchase along with the CSBD inventory tag number.

3.7.8 Requirement to Return Property

Within thirty (30) days of the termination of this Sub-grant Agreement or any amendment hereto under which the property was purchased, Sub-Grantee shall return all property purchased with funds under this Sub-grant Agreement or any amendment hereto to CSBD except where Sub-Grantee and CSBD agree in writing that Sub-Grantee may continue to utilize such property for another WIOA, WTP or other grant funded activity.

- a. Sub-Grantee shall inform CSBD in writing by entering a "Track-It" within twenty-four (24) hours of the termination or resignation of any personnel whose salary is in whole or in part paid for under this Sub-grant Agreement so that their access to the CSBD network can be terminated,
- b. Sub-Grantee shall ensure that any equipment issued which was purchased with funds provided by CSBD or any equipment placed on Sub-Grantee's site by CSBD is collected from a terminated employee prior to their departure.

3.8 Sub-grant Agreement Closeout

3.8.1 Sub-Grantee shall comply with all provisions of CSBD's Sub-Grant Agreement Closeout Procedures.

3.8.2 Closeout of the program funded under this Sub-grant Agreement upon termination of this Sub-grant Agreement shall be performed in accordance with the terms and conditions of WIOA and state regulations and procedures. Except as expressly waived by CSBD, closeout shall be completed prior to final payment for services performed pursuant to this Sub-grant Agreement. Sub-Grantee shall provide CSBD such information and materials within such time periods as CSBD may require, necessary to complete closeout in accordance with applicable federal and state regulations and procedures.

3.9 Duplicate Funding

3.9.1 Prohibition Against Double Payments

Sub-Grantee costs or earnings claimed under this contract may not also be claimed under another contract or grant from another agency.

3.9.2 Multiple Funding Sources

Sub-Grantee shall utilize a cost allocation methodology which assures that CSBD is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this Sub-grant Agreement. The cost allocation plan and supportive documentation shall be included in the audit of Sub-Grantee's program.

END OF ARTICLE 3

ARTICLE 4

GENERAL CONDITIONS

4.1 Sub-Grantee's Request for Proposal Response

4.1.1 Adherence to the Terms and Conditions of the RFP

- a. Sub-Grantee understands and agrees to adhere to the commitments and requirements established under CSBD's formal Request for Proposal Process and the Request for Proposals Response document, incorporated by reference.
- b. To the extent that any terms or conditions conflict with the terms and conditions as stated in this Sub-grant Agreement the language of the Sub-grant Agreement shall control.

4.2 Political Activity

4.2.1 Application of the Hatch Act

None of the funds or services under this Sub-grant Agreement shall be used for any partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) or the Federal Election Campaign Act, as amended (2 USC section 431).

4.2.2 Partisan and Nonpartisan Activities

No participant or employee whose salary is funded in whole or in part by this Sub-grant Agreement may engage in partisan or nonpartisan political activities during the hours for which the participant or employee is paid with federal grant funds.

4.2.3 Prohibition Against Acting as a Spokesperson for CSBD

No participant or employee whose salary in whole or in part is paid for with funds made available under this Sub-grant Agreement, may at any time, engage in partisan political activities in which such participant or employee represents himself/herself as a

spokesperson for CSBD or the program funded under this Sub-grant Agreement.

4.2.4 Placement of Participant or Employees in Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Sub-grant Agreement shall be employed or out stationed in the office of a member of Congress or state or local legislator or on the staff of a legislative committee or in the office of any local elected official(s) of a state or a unit of local government without CSBD's express written approval.

4.2.5 Out Stationing to Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Sub-grant Agreement may be employed or out stationed in positions involving political activities.

4.3 Religious Activity

4.3.1 Prohibition Against Religious Activity

There shall be no religious worship, instruction, or proselytizing as a part of or in connection with the performance of Sub-Grantee's obligations under this Sub-grant Agreement.

4.3.2 Prohibition of Use of Funds for Religious Activities

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto in support of any religious activity or in support of any anti-religious activity. Participants shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

4.3.3 Compliance with the Jessica Lunsford Act

In accordance with Sub-Grantee and State of Florida, requirements CSBD agrees to comply with the Jessica Lunsford Act which consists of a level II background screening via fingerprinting of staff who will visit the program on school grounds when students are present. CSBD will comply with the requirements of the law at Florida Statute sec. 1012.465 and Section 1012.32 Florida Statutes.

4.4 Non-Discrimination

4.4.1 Compliance with Title VI of the Civil Rights Act

Sub-Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended, which prohibits discrimination on the basis of race, color and national origin. In implementation Sub-Grantee agrees to comply with Executive Order 11246 as amended by Executive Order 11375 as well as with section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended.

4.4.2 Compliance with Age Discrimination Laws

Sub-Grantee must comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which protects individuals who are forty (40) years of age or older.

4.4.3 Compliance with the Rehabilitation Act

Sub-Grantee agrees to comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended which prohibits discrimination against qualified individuals with disabilities.

4.4.4 Compliance with Title IX of the Education Amendments of 1972

Sub-Grantee agrees to comply with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs.

4.4.5 Compliance with the Americans with Disabilities Act

Sub-Grantee agrees to comply with applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), in the course of providing services funded in whole or in part by this Sub-grant Agreement.

4.4.6 Compliance with WIOA Non-Discrimination Requirements

If Sub-Grantee is funded to provide WIOA services Sub-Grantee agrees to the requirements of WIOA Section 188 as follows:

a. Prohibition of Discrimination Regarding Participation, Benefits, and Employment.

No individual is excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any funded 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.

b. Prohibition of Discrimination on the Basis of Participant Status

No person may discriminate against an individual who is a participant in a program or activity that receives funds under this Sub-grant Agreement, 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.

c. Prohibition on Discrimination Including Prohibition on Discrimination Against Certain Non-Citizens

Sub-Grantee agrees not to discriminate 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. Participation in WIOA programs and activities shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

d. Application of USDOL Non-Discrimination Requirements

Sub-Grantee shall comply with 29 CFR part 37, 41 CFR part 6 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.

e. Harassment Free Workplace

Sub-Grantee shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The Sub-Grantee agrees to insert a similar provision in all subcontracts. Public Law 105-220, section 188.

4.4.7 Complaint Procedures

Sub-Grantee agrees to be governed by the complaint and compliance requirements as set forth in 29 CFR parts 31, 32 and 34 with respect to discrimination and equal opportunity requirements.

4.5 Grievances and Grievance Procedures

4.5.1 Sub-Grantee agrees to provide CSBD program participants access to the CSBD grievance procedures with respect to a non-criminal grievance or complaint arising in connection with WIOA programs operated by Sub-Grantee other than civil rights complaints. Sub-Grantee agrees to be bound by any decision arrived at as a result of taking part in the procedure. With respect to WIOA participants, the final resolution of the grievance must be within sixty (60) days of the filing of the formal grievance or complaint as per the WIOA Regulations.

4.5.2 Sub-Grantee agrees to comply with the grievance procedures applicable to Providers in the event of a grievance with respect to CSBD.

4.5.3 Whenever CSBD forwards or notifies Sub-Grantee of customer complaints about the workforce system received from the State or other external sources Sub-Grantee shall assist CSBD in investigating the complaint in a timely manner, and agrees to take appropriate action to resolve the complaint as shall be determined by CSBD.

4.5.4 Hearings regarding grievances in which a finding is made in Sub-Grantee's favor are subject to state and federal approval and Sub-grant Agreement. If the State and/or federal oversight entity does not agree with the finding, whether it is regarding a participant complaint or a questioned or disallowed cost as a result of a monitoring or audit finding, Sub-Grantee shall comply with the State or federal determination and in the event of a questioned or disallowed cost Sub-Grantee shall be liable to CSBD for repayment of the cost which has been questioned or disallowed.

4.6 Communications, Program Names, Signage, Publicity and Publication

4.6.1 Sub-Grantee may not undertake any publicity or publish for public consumption any results or information about its program or the participants without prior review by the CSBD President/ CEO. All radio and television announcements/advertisements and general newspaper articles and advertisements must be coordinated through CSBD's Executive Department, and must indicate that the program is funded by the BWDB, Inc., and the CSBD Council of Elected Officials through funds made available through the State of Florida and the applicable grant funding stream. This requirement includes all participant forms, announcements, manuals, handbooks and other informational materials produced by Sub-Grantee.

4.6.2 Any public outreach using marketing materials such as but not limited to brochures, flyers, articles, presentations, electronic communiqués, promoting a CSBD funded program must be coordinated with and approved by the CSBD President/CEO or their designee. All media outreach efforts regarding CSBD funded programs must be done in conjunction with and must be coordinated with and approved by the CSBD Vice President of Communications.

4.6.3 Communications, oral or written, between Sub-Grantee and CSBD and/or its governing boards shall be initiated through contact with the CSBD President/CEO prior to making any contact with the members of the CSBD governing boards.

4.6.4 In order to comply with the Steven's Amendment when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing the program funded in whole or in part by this sub-grant, Sub-Grantee shall include: 1) The percentage of the total costs and the dollar amount financed with funds under this Sub-grant and 2) The amount of non-federal contribution to the grant.

4.7 Sub-awards and Sub-contractors

4.7.1 Prohibition Against Assignment and Subcontracting

Sub-Grantee shall not assign, delegate, sub-grant, subcontract or in any way transfer any of its rights or responsibilities or any part of

the work or services to be provided for under this Sub-grant Agreement without CSBD's prior written approval.

4.7.2 Subcontracts Must Be in Writing

Services approved for sub-granting or subcontracting shall be specified by a written Sub-grant Agreement and shall be subject to each provision of this Sub-grant Agreement. A copy of the subcontract shall be provided to CSBD upon request.

4.7.3 Subcontracts and Sub-awardee's Subject to Applicable Laws

All subcontracts shall be subject to the federal, state, and local laws and regulations governing the grant funds awarded to Sub-Grantee under this Sub-grant Agreement.

4.7.4 Subcontracts Subject to Procurement Requirements

Selection of subcontractor(s) is subject to the procurement requirements described in this Sub-grant Agreement.

4.7.5 Notice of Actions Involving Subcontractors

The Sub-Grantee shall give CSBD immediate notice in writing of any action or suit filed, or of any claim made against the Sub-Grantee by any subcontractor or vendor which in the opinion of the Sub-Grantee may result in litigation, related in any way to this Sub-grant Agreement or any amendment hereto.

4.8 Notice

4.8.1 Notice to CSBD

All notices required to be given to CSBD under this Sub-grant Agreement shall be sufficient when hand delivered or mailed or delivered by same-day courier, or on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested, or upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS), to CSBD at its office at 2890 W. Cypress Creek Road, Ft. Lauderdale, FL 33309, addressed to the CSBD President/CEO with a copy to be forwarded to the Vice President of Operations.

4.8.2 Notice to Sub-Grantees

All notices required to be given to the Sub-Grantee under this Sub-grant Agreement shall be sufficient when hand delivered or mailed or delivered by same-day courier, or on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested, or upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS), to the Sub-Grantee at its office located as stated on page one (1) of this Sub-grant Agreement.

4.9 Assurances and Certifications

Sub-Grantee understands that CSBD is bound and must comply with the Assurances and Certifications appended hereto as Exhibit D.

4.10 Integration

4.10.1 Exhibits

The parties hereto agree and understand that the words and figures contained in the following list of documents are incorporated by reference, and are as fully a part of this Sub-grant Agreement as if such documents were set forth verbatim and at length herein.

- a. Exhibit A – The OSY Budget
- b. Exhibit B - Individual Nondisclosure Confidentiality Certification
- c. Exhibit C – State Data Sharing Sub-Grant Agreement (Non-Disclosure and Confidentiality Sub-grant Agreement)
- d. Exhibit D – Assurances
- e. Exhibit E - Debarment Form
- f. Exhibit F - Lobbying Form
- g. Exhibit G – Lobbying Certification Form
- h. Exhibit H – Drug Free Workplace Certificate
- i. Exhibit I – Certification Regarding Environmental Tobacco Smoke

- j. Exhibit J - The Request for Proposal and Sub-Grantee's Request for Proposal Response except as it has been modified by Article 7 the Work Statement including the Work Activity Schedule submitted by Sub-Grantee with their proposal response.
- k. Exhibit K - WIOA, Public Law 105-220 (Aug. 7, 1998), WTP Public Law 104-193 (August 22, 1997), statutes and regulations applicable to the grant funding streams identified in Sub-Grantee's budget.
- l. Exhibit L - Child Labor Laws, as applicable. Exhibit L - Child Labor Laws (29 USC 203): Employment of Minors Between Fourteen (14) and Sixteen (16) Years of Age (Subpart C), Occupations Particularly Hazardous for the Employment of Minors Between Sixteen (16) and Eighteen (18) Years of Age or Detrimental to Their Health or Well-being (subpart E).
- m. Exhibit M - Immigration and naturalization service regulations for employers and employees **Public Law 107 -124 and 107-125**

4.10.1 Exhibit J is a public record and is in the possession of Sub-Grantee and CSBD, it is not attached to the Sub-grant Agreement and is maintained in the CSBD Offices. Exhibits K, L and M are public laws and are not attached to this Sub-grant Agreement.

4.10.2 A copy of all the above documents, other than the statutes and regulations, which are public documents, will be maintained on file at the CSBD offices. One (1) copy of the executed Sub-grant Agreement and Exhibits will be furnished to the Sub-Grantee by CSBD.

4.11 Vested Powers

All powers not explicitly vested in the Sub-Grantee by this Sub-grant Agreement will remain with CSBD.

4.12 Termination

4.12.1 This Sub-grant Agreement may be terminated as follows:

- a. CSBD or Sub-Grantee may request a termination for convenience upon thirty (30) days prior written notice to Sub-Grantee or such shorter period as may be mutually agreed to by the Sub-Grantee and CSBD. Sub-Grantee will be entitled to receive compensation for services performed in accordance

with the conditions set forth herein through the date of termination. However, CSBD shall not be liable for any expenses incurred by the Sub-Grantee after the effective date of termination of the Sub-grant Agreement or any amendment hereto.

- b. CSBD may immediately terminate this Sub-grant Agreement if either the federal government or the State of Florida fails to provide CSBD with the grant(s), under which this Sub-grant Agreement is funded.
- c. CSBD may terminate this Sub-grant Agreement at any time that the CSBD authorized representative, which shall be the President/CEO, determines that:
 - i. Sub-Grantee has failed to provide any of the services Sub-Grantee has contracted to provide; or
 - ii. Sub-Grantee has failed to comply with any of the provisions contained in this Sub-grant Agreement or any amendment hereto; or
 - iii. Sub-Grantee fails to perform in whole or in part under this Sub-grant Agreement or fails to make sufficient progress so as to endanger the performance of Sub-Grantee's obligations to provide the contracted for programs or services; or
 - iv. Sub-Grantee has failed to comply with the statutes or regulations applicable to the programs/services funded by this Sub-grant Agreement or any amendment hereto; or,
 - v. Sub-Grantee has failed to take corrective action as described in Article 4 section 4.12.2, or
 - vi. Sub-Grantee has taken an action, which in the opinion of the CSBD President/CEO, the CSBD monitors, auditors, the State, the BWDB, or the CSBD Council of Elected Officials, jeopardizes the program or the funds made available under this Sub-grant Agreement.
 - vii. Sub-Grantee has employed illegal aliens in violation of the Immigration and Nationality Act, 8 U.S.C. 1324(a).

4.12.2 Suspension and Termination

If CSBD elects to terminate this Sub-grant Agreement under the provisions set forth in Article 4, Section 4.12.1, above, CSBD may immediately suspend the Sub-grant Agreement and refuse any payments due the Sub-Grantee. The Sub-Grantee shall be notified in writing of CSBD's suspension and of CSBD's termination of the Sub-grant Agreement. If CSBD allows the Sub-Grantee a period of resolution to correct the problem, then Sub-Grantee shall have ten (10) working days in which to respond in writing with a corrective plan. Failure to respond with a corrective plan acceptable to CSBD shall result in a termination notice to Sub-Grantee effective from the time of the original suspension.

4.12.3 Suspension of Payments

CSBD may immediately suspend payment to Sub-Grantee at any time that the CSBD President/CEO has sufficient cause to seek termination of this Sub-grant Agreement as described in Article 4, Section 4.12. If CSBD grants the Sub-Grantee the opportunity to correct the problem, then suspension of payments shall remain in effect until CSBD determines the problem has been resolved and the program continues, or until CSBD terminates the program, at which time no payments would be made after the date of the original suspension.

4.12.4 Payments Due Sub-Grantee in the Event of a Termination

In the event of a termination, the Sub-Grantee shall be paid for services rendered up to the date of termination as described above, however, from the amount due there shall be deducted:

- a. All advances or other payments on account made to the Sub-Grantee which are applicable to the terminated portion of this Sub-grant Agreement; and
- b. Any credits, discounts or overpayments as described in Article 3 above; and
- c. Any claim which CSBD may have against the Sub-Grantee in connection with this contract or any other prior Sub-grant Agreement; and
- d. The agreed-for-price for, or the proceeds of the sale of, any materials, supplies or other things acquired by the Sub-Grantee

or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to CSBD; and

- e. Any outstanding questioned or disallowed costs attributable to the Sub-Grantee arising out of an investigation, monitoring report or audit of this Sub-grant Agreement or any other Sub-grant Agreement Sub-Grantee had with CSBD; and
- f. Any unallowable costs; and
- g. If a termination under this Sub-grant Agreement is partial, prior to the settlement of the terminated portion of this Sub-grant Agreement, the Sub-Grantee may file a request in writing with CSBD for an equitable adjustment of the price or prices specified in the Sub-grant Agreement relating to the continued portion of the contract.

4.12.5 Sub-Grantee Liability

In the event of a termination for cause, Sub-Grantee shall be liable to CSBD for damages sustained by CSBD by virtue of any breach of the Sub-grant Agreement by the Sub-Grantee including court costs and reasonable attorney's fees.

4.13 Maintenance of Effort

4.13.1 Sub-Grantee Assurance Labor Conditions

To assure maintenance of effort the program funded by this Sub-grant Agreement:

- a. Shall result in an increase in workforce opportunities over those, which would otherwise be available.
- b. Shall not result in the displacement of currently employed workers by either a participant or an individual employed to carry out the obligations under this Sub-grant Agreement, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.
- c. Shall not impair current contracts for services or collective bargaining Sub-grant Agreements or result in the substitution of federal funds made available by this Sub-grant Agreement to subsidize work that would otherwise be performed by the Sub-Grantee.

- d. Shall not create a job in a promotional line for either a participant or an individual employed to carry out the obligations under this Sub-grant Agreement, which will infringe in any way upon the promotional opportunities of a currently employed individual.
- e. When Sub-Grantee anticipates a situation, such as that described in Article 4, Section 4.13 above, Sub-Grantee shall immediately notify CSBD and await instruction prior to expending any funds as contracted for in connection with the operation of its program.

4.13.2 Participant Placement

No participant shall be employed or job opening filled with an individual whose salary is funded by this Sub-grant Agreement:

- a. When any other individual is on lay-off from the same or any substantially equivalent job; or
- b. When the employer/Sub-Grantee has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant or employee whose wages are subsidized by federal grant funds or paid for with federal grant funds.

4.13.3 Relocation

Sub-Grantee shall not use any of the funds under this Sub-grant Agreement to encourage, or induce the relocation of an establishment. Sub-Grantee shall not enter into any Sub-grant Agreement or relationship with a relocated establishment for the conduct of customized or skill training, on the job training, or company specific assessments of job applicants for a period of one hundred and twenty (120) days after the establishment has opened its doors for business with the general public. Establishments include successors in interest. Violations of this section shall result in double damages to be repaid to CSBD.

4.14 Nepotism

4.14.1 Prohibition in Employment

Sub-Grantee may not hire a person in an administrative capacity, staff position, or on-the-job training position funded through a federal grant if a member of that person's immediate family is

employed in an administrative capacity for CSBD or the Sub-Grantee. Sub-Grantee shall make full disclosure regarding any procurements which are not arm's length including small business purchases, and may not enter into any Sub-grant Agreements or make purchases without CSBD's approval where a conflict of interest, or the appearance of a conflict of interest exists or the purchase is not arm's length and involves a family member as described herein, or a business partner or related company.

4.14.2 Applicability of Stricter Standards

Where the Sub-Grantee's nepotism guidelines or state or local guidelines are more stringent than the above requirement, those guidelines shall be followed instead.

4.14.3 Individual Recommendations

No individual whose salary is funded in whole or in part under this Sub-grant Agreement, or who is responsible for carrying out the obligations under this Sub-grant Agreement shall appoint, employ, advance, or advocate for the appointment, employment, promotion, or advancement, a member of that individual's immediate family, to a position with the Sub-Grantee's organization.

4.14.4 Procurement of Goods and Services

Neither Sub-Grantee nor any individual whose salary is funded in whole or in part under this Sub-grant Agreement, or who is responsible for carrying out the obligations under this Sub-grant Agreement for the Sub-Grantee, shall enter into a contract, and/or purchase goods, and/or services with funds made available under this Sub-grant Agreement from:

- a. A member of that individual's immediate family.
- b. A member of Sub-Grantee's staff or their immediate family or
- c. From a Consultant or Subcontractor unless the item was separately procured and CSBD approved the purchase after full disclosure, or
- d. From a related company or affiliate of any of the individuals or entities identified herein.

4.14.5 Definition of Immediate Family Member

Immediate family member for purposes of this section shall mean a wife, husband, son, daughter, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, mother, father, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, grandchild, half-brother, half-sister and first cousin.

4.15 Application of the Davis Bacon Act to Programs Operated Under this Sub-grant Agreement

4.15.1 Davis Bacon Wages

Sub-Grantee agrees to apply Davis Bacon wage rates to projects funded under this Sub-grant Agreement which involve construction, alteration or repair including painting and decorating of buildings, projects, and works which are not ordinarily done by Sub-Grantee's regular work force.

4.15.2 Copeland Anti-Kickback Act

Sub-Grantee shall comply with the requirements of the Copeland Anti-Kickback Act 40 U.S.C. § 276c (1995)/18 U.S.C. 874 and the regulations promulgated thereunder 29 CFR § 3 (1995)/29 CFR § 5 (1995).

4.16 Prohibition Against Unallowable and Criminal Activities

4.16.1 Unallowable, Fraudulent and Criminal Activities

- a. Sub-Grantee shall not enroll ineligible individuals, embezzle, willfully misapply, steal or obtain by fraud any moneys, funds, assets or property which are the subject of this Sub-grant Agreement or amendments hereto. If Sub-Grantee violates this provision, Sub-Grantee shall be required to refund all monies and shall be subject to the sanctions of the applicable grant legislation and to the criminal provisions of Title 18 of the United States Code Section 665. The Sub-Grantee shall also be subject to the immediate suspension of payments by CSBD under this Sub-grant Agreement and amendments hereto and immediate termination by CSBD of this Sub-grant Agreement and any amendments hereto.
- b. Sub-Grantee shall comply with 2 CFR 200.113 and promptly make a written disclosure to CSBD whenever it has "credible evidence of the commission of a violation of Federal criminal

law involving fraud, conflict of interest, bribery, or gratuity violations” or a violation of the civil False Claims Act.

4.16.2 Reporting of Waste, Fraud and Abuse

Sub-Grantee may not require employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting their employees or contractors from reporting such waste, fraud, or abuse. P.L. 115-141, Division E, Title VII, Section 743.

4.16.3 Prohibition Against Solicitations and Gratuities

Sub-Grantee agrees and understands that no officer or employee of the Sub-Grantee shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential sub-contractor or employer or from any staff person or elected official connected with CSBD.

4.16.4 Prohibition on Contracting with Corporations with Felony Criminal Convictions

Sub-Grantee certifies that neither they nor any of their officers or directors have been convicted of a felony criminal violation under any Federal law within the preceding 24 months and agrees that they will not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months. P.L. 115-141, Division E, Title VII, Section 746.

4.16.5 Prohibition on Contracting with Corporations with Unpaid Tax Liability

Sub-Grantee certifies that they have no unpaid Federal tax liability and that they will not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability. P.L. 115-141, Division E, Title VII, Section 745.

4.16.6 Prohibition Against the Payment of Fees

Sub-Grantee agrees and understands that no funds provided for by this Sub-grant Agreement or amendments hereto shall be used for

the payment of a fee charged to an individual for the placement or referral of that individual to a training program funded under WIOA.

4.16.7 Requirement for Blocking Pornography Pursuant to P.L. 115-141, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

4.16.8 Prohibition Against Lobbying

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto for lobbying federal, state, or local legislators in accordance with the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352

4.16.9 Prohibition on Providing Federal Funds to ACORN

Sub-Grantee may not provide sub-grant funds to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors. P.L. 115-141, Division H, Title V, Section 522.

4.16.10 Prohibition on Trafficking in Persons

During the time this sub-grant is in effect Subrecipient and subrecipients' employees may not (A) Engage in trafficking in persons (B) Procure a commercial sex act or (C) Use forced labor in the performance of this subaward under the award and shall be in compliance with 22 U.S.C. 7102 et seq.

4.17 Child Labor Laws and the Pro Children Act

- a. Sub-Grantee shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Sub-grant Agreement or amendments hereto.
- b. Sub-Grantee agrees to comply with the Pro-Children Act 20 U.S.C. 6083.
- c. Prohibition on Procuring Goods Obtained Through Child Labor

Sub-Grantee agrees not to expend funds for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 18, 2015. DOL listed at: <http://www.dol.gov/ilab/reports/child-labor/list-of->

products/index-country.htm. P.L. 115-141, Division H, Title I, Section 103.

4.18 Collective Bargaining Sub-Grant Agreements

4.18.1 Application of Collective Bargaining Sub-Grant Agreements

Sub-Grantee agrees and understands that it must comply with and shall not violate the terms and conditions of any collective bargaining Sub-grant Agreement in effect during the course of this Sub-Grant Agreement.

4.18.2 Activities Inconsistent with Collective Bargaining Sub-Grant Agreements

If the program funded under this Sub-grant Agreement would be inconsistent with the terms of a collective bargaining agreement, then Sub-Grantee shall seek the written concurrence of both the labor organization and the employer concerned prior to operating such programs. Failure to receive a response to a written request may be deemed concurrence.

4.19 Unions

4.19.1 Use of Funds

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto to assist, promote, or deter union organizing.

4.19.2 Placement During a Work Stoppage

No participant may be placed into, or remain working in any position which is affected by labor disputes involving a work stoppage. Sub-Grantee shall make every effort to relocate participants who wish to remain working, into suitable positions unaffected by the work stoppage.

4.19.3 Union Membership

Sub-Grantee shall not require any participant in a position funded by this Sub-grant Agreement to join a union in order to receive institutional training unless the participant is subject to a collective bargaining Sub-grant Agreement containing a union security provision.

4.20 Working Conditions

4.20.1 Appropriate Conditions

Sub-Grantee agrees that conditions of employment and/or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participants.

4.20.2 Hazardous and Dangerous Conditions

Sub-Grantee shall not place participants at work or training sites which are or could reasonably be expected to be hazardous, dangerous, unsafe or unsanitary. Participants assigned to work in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.

4.20.3 Benefits and Working Conditions

Participants shall be accorded the same benefits and working conditions accorded other employees working a similar length of time and doing similar types of work.

4.20.4 Health and Safety Standards

Health and Safety Standards established by state and federal laws applicable to working conditions of employees shall be equally applicable to participants. At a minimum contractor shall comply with the Work Hours and Safety Standards Act, 40 U.S.C. 327 et al and 29 CFR part 5.

4.20.5 Fair Labor Standards

Sub-Grantee shall adhere to the Fair Labor Standards Act with respect to hours of work and working conditions as appropriate and to the Fair Labor Standards Act Amendment for Major Disasters. P.L. 115-141, Division H, Title I, Section 109

4.20.6 Contributions to Retirement Systems

No funds available under this Sub-grant Agreement may be used for contributions on behalf of any participant to a retirement system or plan.

4.21 Program Income

4.21.1 Program Income Must be Returned to CSBD

All income as defined in Article 2, Section 2.50, realized in operating a program provided for under this Sub-grant Agreement or any amendment hereto shall be reported to and returned to CSBD at the end of each quarter during which the income was realized and, in any event, shall be reported and returned to CSBD upon termination of this Sub-grant Agreement. Program income does not include income from royalties and license fees for copyrighted material, patent, patent applications, trademarks, and inventions.

4.21.2 Audits Must Contain a Program Income Schedule

Sub-Grantee agrees to include in their audits a schedule prepared by their auditor detailing program income realized under this contract.

4.21.3 Continuation of Program Income Revenues

Rental income and user fees on real and personal property acquired with contract funds shall continue to be program income upon termination of this Sub-grant Agreement. Sub-Grantee shall make provision for accounting for such funds and returning the income to CSBD.

4.21.4 Sub-Grantee Use of Program Income

In the event that Sub-Grantee wishes to use program income to further or enhance activities funded by this Sub-grant Agreement Sub-Grantee may request such permission in writing from the CSBD President/CEO who shall consider such request and reply in writing either approving or denying the request. There shall be no appeal of the President/CEO's decision. Program income may only be used for allowable activities and costs. In the event that the use of program income is approved it shall be added to contractor's budget in accordance with the amendment provisions under this Sub-grant Agreement.

4.22 Insurance and Bonding

4.22.1 Sub-Grantee agrees to maintain the insurance required by this Sub-Grant Agreement in full force and effect throughout the term of this Sub-Grant Agreement and during any renewal or extension term of the Sub-Grant Agreement. The insurance shall be of such

types and in accordance with the terms and limits noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Sub-Grantee.

4.22.2 Sub-Grantee will provide CSBD Certificates of Insurance, evidencing the required coverage prior to Sub-Grant Agreement start including all endorsements required herein and shall keep such certificates current during the entire term of this Sub-Grant Agreement. If Sub-Grantee fails to maintain insurance as specified in this Sub-Grant Agreement, CSBD may terminate this Sub-Grant Agreement upon seven (7) days' written notice. The certificates of insurance shall:

a. Provide that the Insurance shall not be changed, canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to CSBD. If a thirty (30) day notice of cancellation endorsement is not received, the cancellation clause must include language as follows:

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED.

b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

c. If the Sub-Grant Agreement term goes beyond the expiration date of the insurance policy, Sub-Grantee shall provide CSBD with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. CSBD reserves the right to suspend the Sub-Grant Agreement until this requirement is met.

4.22.3 Any costs for adding CSBD as an additional insured may be reimbursed by CSBD and shall be included in the Sub-Grantee's budget

4.22.4 The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Sub-Grant Agreement date or prior.

a. The certificate shall contain the title of the insurance contract and contract number.

b. The Certificate Holder should read as follows: CareerSource Broward, 2890 W Cypress Creek Road, Fort Lauderdale, FL 33309

4.22.5 The Sub-Grantee's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Sub-Grantee shall not be interpreted as limiting the Sub-Grantee's liability and obligations under this Sub-Grant Agreement. The policy or policies of insurance required by this Sub-Grant Agreement must be issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by CSBD. Coverage will be on the most current form of the relevant policy. The policy or policies of insurance maintained by the Sub-Grantee shall provide the minimum limits and coverage as applicable to this project as set forth herein.

4.22.6 Deductible of Self Insurance Retention

a. Sub-Grantee has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

b. All insurance policies required by this Sub-Grant Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000, which deductible shall be subject to approval by CSBD. Sub-Grantee shall be solely responsible for reimbursement of any deductible to the insurer

4.22.7 If the Sub-Grantee's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Sub-Grant Agreement, the Sub-Grantee may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

4.22.8 Any exclusion or provision in the insurance maintained by the Sub-Grantee that excludes coverage for work contemplated in this Sub-Grant Agreement shall be unacceptable and shall be considered breach of contract.

- 4.22.9 Sub-Grantee shall provide notice of any and all claims, accidents, and any other occurrences associated with this Sub-Grant Agreement to Sub-Grantee's insurance company and to the CSBD VP of Operations and the CSBD VP of Human Resources as soon as practical.
- 4.22.10 It is the Sub-Grantee's responsibility to ensure that any and all of Sub-Grantee's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Sub-Grantee.
- 4.22.11 CSBD shall retain the right at any time to review the coverage, form and amount of the insurance required hereby (as described above). If, in the opinion of CSBD, the insurance provisions in this Sub-Grant Agreement do not provide adequate protection for CSBD, CSBD may, by providing Sub-Grantee at least sixty (60) days written notice, require Sub-Grantee to obtain insurance sufficient in coverage, form and amount to provide adequate protection. CSBD requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks which actually exist at the time a change in insurance is required. In event CSBD should change its insurance requirements as provided in this paragraph and Sub-Grantee shall secure different or additional insurance, the additional cost directly associated with meeting CSBD's new insurance requirements, if any, shall be charged to and paid by CSBD.
- 4.22.12 The Sub-Grantee shall maintain during the term of this Sub-Grant Agreement, the insurance and bonding specified below. This is in addition to the theft coverage required in Article 3.

a. Third Party Liability

COMMERCIAL/THIRD PARTY GENERAL LIABILITY insurance shall be maintained for the life of the contract. This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly or indirectly from the performance of the Sub-Grant Agreement. It must be an occurrence form policy. CSBD and its governing boards, the CSBD Council of Elected Officials and the Broward Workforce Development Board, Inc., their officers, directors, agents, servants, employees and volunteers shall be covered and named as an additional insured on the certificate

for commercial general liability insurance with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Sub-Grantee. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for Bodily Injury Liability, Property Damage Liability and Personal injury. The policy must include coverage for Contractual Liability and Independent Sub-Grantees. The coverage shall contain no special limitation on the scope of protection afforded to CSBD, or the CSBD governing boards or their officers, directors, employees, and volunteers.

b. Fidelity Bond

Coverage in an amount not less than \$1,000,000 per loss for dishonest acts of the Sub-Grantee's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Sub-Grantee shall secure insurance through a surety bond to provide coverage for an amount equal to three months of the payroll, fee and cost of benefits awarded under this contract.

In the event that Sub-Grantee has several contracts with CSBD, the insurance policy shall cover an amount equal to three months of total costs across all contracts to include the payroll for the period, taxes and insurance, Sub-Grantee's fee and cost of benefits awarded. The policy shall name CSBD, the CSBD governing boards, the CSBD officers, directors and those employees in positions allowing for access to or control of funds to be paid to Sub-Grantee under this Sub-Grant Agreement. The Sub-Grantee agrees to reimburse CSBD for any loss incurred by CSBD under this Dub-Grant Agreement. Sub-Grantee shall be liable for any sums not covered and/or paid by their insurer.

c. Workers Compensation.

Coverage must be afforded per Federal and State of Florida, Chapter 440, Florida Statutes with minimum statutory limits or elective exemptions as defined in Section 440, Florida Statutes Any person or entity performing work for or on behalf of CSBD must provide Workers' Compensation insurance. The

Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against CSBD and the CSBD governing boards, their officers, directors, employees, and volunteers for all losses or damages. The Workers Compensation Policy must include Employers' Liability with minimum limits of \$100,000 for each accident. CSBD requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from others or equivalent.

Participants on a work experience assignment subsidized with WIOA funds under this Sub-grant Agreement are covered for work related injuries by the State of Florida and in the event of an injury Sub-Grantee shall coordinate with the CSBD VP of Human Resources to coordinate coverage.

d. Non-Owner Coverage

Business Automobile Liability insurance for all Owned, Hired, Scheduled, and Non-Owned vehicles coverage for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. CSBD, the CSBD governing boards, their officers, directors, employees, and volunteers shall be named as additional insureds on the certificate of insurance. If Sub-Grantee does not own vehicles, Sub-Grantee shall have the option to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of an endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy. The insurance must be an occurrence form policy.

Directors and Officers, Employment Practice Liability and Errors and Omission Coverage

Non-governmental Sub-Grantees shall maintain Directors and Officers Liability Insurance, which shall include Employment Practice Liability and Errors and Omission Coverage. Errors and Omission Coverage may not be paid for with WIOA funds, Coverage shall be in the amount of at least one million dollars (\$1,000,000.00) and shall name CSBD Employment Solutions as an additional insured as required herein.

4.23 Independent Sub-Grantee

The Sub-Grantee understands and agrees that it is an independent contractor and no provision of this Sub-grant Agreement shall be

construed as creating an agency or employment relationship between CSBD and Sub-Grantee or Sub-Grantee's employees.

4.24 Indemnification Applicable to State Agencies and Governmental Entities

If Sub-Grantee is a state agency as defined in Chapter 768.28, Florida Statutes, Sub-Grantee agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Sub-Grantee as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Sub-grant Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Sub-grant Agreement. To the extent considered necessary by CSBD any sums due Sub-Grantee under this Sub-grant Agreement may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Sub-grant Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

4.25 Conflict of Interest

4.25.1 Sub-Grant Agreement warrants that they did not solicit, pay, or offer some other form of consideration to any BWDB or CSBD Council Member, CSBD staff person, or other elected official or public officer in order to obtain this contract award.

4.25.2 Sub-Grantee assures that it is in compliance with the WIOA and other federal and state applicable conflict of interest restrictions.

4.25.3 Sub-Grantee agrees to abide by CSBD's Code of Conduct or with its own organizational Code of Conduct so long as it meets the minimum standard set forth in 2 CFR 200.

4.25.4 Neither Sub-Grantee nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Sub-Grantee's loyal and conscientious exercise of judgment related to performance under this Sub-Grant Agreement.

4.25.5 Sub-Grantee agrees that none of its officers or employees shall during the term of this Sub-Grant Agreement serve as an expert witness against CSBD, the CSBD Council of Elected Officials, or the BWDB, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an

expression of his or her expert opinion which is adverse or prejudicial to the interests of CSBD or the BWDB or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

4.25.6 In the event Sub-Grantee is given written authorization from CSBD to utilize subcontractors to perform any services required by this Sub-Grant Agreement Sub-Grantee agrees to prohibit such subcontractors by written contract, from having any conflicts as within the meaning of this section.

4.26 Applicability of Governing Laws

This Sub-Grant Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation arising out of or concerning this Sub-Grant Agreement shall be in Broward County, Florida.

In addition to other indemnification and assumption of liability agreed to herein, Sub-Grantee shall be responsible for the cost of legal defense awards, damages, penalties and/or fines for claims brought against Sub-Grantee and also naming CSBD for acts of commission and/or omissions on the part of the Sub-Grantee in relation to employees, consultants, agents or persons providing goods and/or services under this Sub-grant Agreement. Sub-Grantee may secure Directors and Officers Liability Insurance for coverage of such contingencies. Costs attributable to such coverage may be paid for with funds provided under this Sub-grant Agreement so long as it they are budgeted for within the line items of the budget attached as Exhibit A.

4.27 Sub-Grant Agreements in Excess of \$100,000.00

To the extent this contract is funded in excess of one hundred thousand dollars (\$100,000.00) of federal grant funds Sub-Grantee shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

4.28 Representation Regarding Quality

4.28.1 Sub-Grantee represents that all person delivering the services required by this Sub-grant Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof to adequately and competently perform the duties, obligations, and services set forth in this Sub-grant Agreement and to provide and perform such services to CSBD's satisfaction for the agreed compensation.

4.28.2 Sub-Grantee shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of services under this Sub-grant Agreement.

4.28.3 Sub-Grantee shall perform its duties, obligations, and services under this Sub-grant Agreement in a skillful, respectable and cost-conscious manner. The quality of Sub-Grantee's performance and all interim and final product(s) provided to or on behalf of CSBD shall be comparable to the best local, state and national services.

4.29 Transportation Requirement

If participants are to be transported and Sub-Grantee is receiving WTP funds Sub-Grantee shall comply with the provisions of F.S. 427 and Rule Chapter 41-2 FAC.

4.30 Health Insurance Requirements

4.30.1 Except for exemptions identified in the statute or regulations federal funds may not be used to enter into or renew a contract for health insurance coverage which includes a provision for drug coverage unless the contract includes a provision for contraceptive coverage. P.L. 115-141, Division E, Title VII, Section 726.

4.30.2 Health coverage must comply with the restriction on abortions Pursuant to P.L. 115-141, Division H, Title V, Sections 506 and 507.

4.31 E-Verify

4.31.1 Sub-Grantee agrees to comply with Florida Statutes 448.095 and shall:

- a. Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,

- b. Not employ, contract with, or subcontract with an unauthorized alien
- c. Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.

4.32 Prohibition on certain telecommuting and video surveillance services or equipment 2 CFR 200.216

4.32.1 Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity

owned or controlled by, or otherwise connected to, the government of a covered foreign country.”

4.32.2 In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

4.33 Statutory and national policy requirements 2 CFR 200.300

The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

4.34 Executive Compensation

The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41U.S.C.4712, and 10 U.S.C. 324, 41 U.S.C. 4304 and 4310.

4.35 To the extent applicable Sub-Grantee shall comply with 2 CFR 200.322 Domestic preferences for procurement.

4.36 To the extent applicable Sub-Grantee shall comply with 2 CFR 200.323 Procurement of recovered materials.

END OF ARTICLE 4

ARTICLE 5

PROGRAM REQUIREMENTS

5.1 Monitoring

5.1.1 Sub-Grantee's Responsibility

Sub-Grantee shall develop a monitoring protocol for the programs being provided under this Sub-Grant Agreement as well for their fiscal operations and shall provide for the self-monitoring of their programs in accordance with Article 7.

5.2 Access to Records

5.2.1 Availability of Records

- a. At any time during the term of this Sub-Grant Agreement, or at any time during the record retention period following termination of this Sub-Grant Agreement, Sub-Grantee shall make all contracts, invoices, payroll records, personnel files, and any and all other records relating to the program, funded by this Sub-Grant Agreement, available and shall permit the Secretary of Labor, Comptroller General, the Governor, CSBD or their designated representatives to conduct on site or virtual evaluations, audits, investigations, and monitor program performance to ensure compliance with the terms of the Sub-Grant Agreement and amendments hereto.
- b. Sub-Grantee shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Sub-Grantee pertaining to any program funded by this Sub-Grant Agreement or amendment hereto, available to CSBD in Broward County, to the Comptroller General of the United States, the federal government and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost.
- c. Sub-Grantee shall assure that program and fiscal records are available to the monitors at the time of the start of all monitoring visits. CSBD shall provide Sub-Grantee with a schedule of monitoring visits.

5.2.2 Freedom of Information

Records maintained in support of the program funded by this Sub-Grant Agreement are not subject to the Freedom of Information Act (5 U.S.C. 552).

5.3 Record Retention

5.3.1 Five Year Retention Requirement

Sub-Grantee shall keep copies of all records, accounts, and documents pertaining to the operation of this Sub-Grant Agreement or any amendment hereto for not less than five (5) years following the expiration of this Sub-Grant Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Sub-Grant Agreement or amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

5.3.2 Title to Records Vests with CSBD

Sub-Grantee understands and agrees that the records it maintains for programs funded by this Sub-Grant Agreement are CSBD's property and are maintained for the benefit of CSBD. Therefore, Sub-Grantee shall not dispose of any records without the prior written consent of CSBD and in the event of a termination of the Sub-Grant Agreement shall either return all records to CSBD or shall maintain the records in accordance with the terms and conditions of this Sub-Grant Agreement and in a manner which will make them accessible through the record retention period.

5.3.3 Property Records

Sub-Grantee shall maintain all records pertaining to any property purchased with funds under this Sub-Grant Agreement for five (5) years following final disposition of that property. For purposes of this section, final disposition shall include a return of the property to CSBD. Any property returned to CSBD must be accompanied by all original records or certified copies thereof pertaining to the property.

5.3.4 Retention Period Commencement

The retention date of records shall commence with the termination of this Sub-Grant Agreement or any amendment hereto.

5.3.5 Production of Reports and Records

Sub-Grantee understands and agrees that when requested, Sub-Grantee shall complete and furnish to CSBD all forms, reports, documents, and program/fiscal records, within ten (10) days of said request unless other timeframes are required under this Sub-Grant Agreement. Failure to comply with this provision will result in CSBD's withholding the Sub-Grantee's reimbursement until such time that the Sub-Grantee complies with CSBD's request.

5.4 PELL Grants and Other Financial Aid

5.4.1 Application for PELL

Sub-Grantee shall assist all CSBD participants, referred or approved to receive tuition assistance for training, with the application process for PELL Grants, or other federal, state, or local financial assistance as appropriate.

5.4.2 Coordination of PELL, Other Awards and WIOA

If Sub-Grantee is a Title IV eligible educational institution under the Higher Education Act, or is referring participants to training with such institutions, the institution's financial aid officer, or contractor, as appropriate, shall inform CSBD and or their contractor of the amounts and disposition of HEA Title IV awards and all other financial aid afforded to participants enrolled with the Title IV eligible educational institution within fifteen (15) days of the financial award. If tuition is included in the contract budget, the budget shall be subject to amendment in order to de-obligate or reprogram funds set aside for tuition and not used in order to avoid duplicate payments.

5.5 Enforcement of Sub-Grant Agreement Terms

The failure of CSBD to strictly enforce any of the provisions of this Sub-Grant Agreement, or to require strict performance by the Sub-Grantee of any of the provisions herein, shall in no way be construed to be a waiver of such provisions or any other provision contained herein nor shall it in any way affect the validity of this Sub-Grant Agreement or any part hereof, or waive the right of CSBD to enforce each and every provision herein. The Sub-Grantee is responsible for fulfilling all terms and conditions of this

Sub-Grant Agreement. While CSBD may monitor the Sub-Grantee's performance under this Sub-Grant Agreement, the Sub-Grantee remains solely responsible for its performance. CSBD's monitoring of the Sub-Grant Agreement shall not constitute a notice, acceptance waiver or modification of any term or condition. Terms and conditions may only be modified by written contract amendment as specified herein.

5.6 Audit

5.6.1 Governmental, Public and Private-Not-For-Profit Entities Requirement to Audit

- a. Sub-Grantee shall provide for the conduct of an external audit of the program funded by this Sub-Grant Agreement and any amendments hereto if total aggregate expenditures of federal funds received from any source total one million dollars (\$1,000,000.00) or more in any fiscal year. The audit shall be conducted in accordance with the provisions of the Federal Single Audit Act of 1996, as amended and in compliance with State of Florida requirements, and 2 CFR 200 Part F. In determining the federal awards expended in its fiscal year, Sub-Grantee shall consider all sources of federal awards. The determination of amounts of federal awards expended should be in accordance with 2 CFR 200 Part F.
- b. Audits shall cover the entire recipient organization for the organization's fiscal year. Compliance findings related to contracts with CSBD shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met if a match was required. All questioned costs and liabilities shall be fully disclosed in the audit report and if related to an award from CSBD to Sub-grantee shall reference the CSBD contract involved.

5.6.2 Commercial Entities Requirement to Audit

Commercial organizations receiving in excess of one million dollars (\$1,000,000.00) a year of federal grant funds, whether from CSBD or other funding sources, shall conduct a program specific independent financial and compliance audit in accordance with GAAS, or an organization wide audit conducted in accordance with 2 CFR 200 Part F that includes the federal funds received and the program conducted, within its scope. Reference 20 C.F.R. Part

667.200 (b)(2)(ii) and 45 C.F.R., Part 74.26 as they apply to WIOA and WTP funds.

5.6.3 Reimbursement for Audit Expense

Sub-Grantee agrees that although funds might be allocated in their budgets for audit expense, they will not seek reimbursement from CSBD for the costs of any audit in whole or in part, for any fiscal year in which their expenditure of federal funds regardless of the source of receipt of those federal funds does not equal or exceed one million dollars (\$1,000,000.00).

5.6.4 Period of Performance

- a. Audits must be conducted, completed, and submitted within thirty (30) days of the receipt of the Audit Report following termination of this Sub-Grant Agreement or within nine (9) months after the end of the audit period which ever comes sooner.
- b. Failure to submit an Audit Report, as required, may result in the withholding of payments due Sub-Grantee under this or any other Sub-Grant Agreement in place with CSBD.

5.6.5 Identification of Program Income

Audit Reports shall include a schedule identifying program income as defined herein.

5.6.6 Disallowed and Questioned Costs

- a. Sub-Grantee shall be liable to CSBD for any disallowed or questioned costs that Sub-Grantee or CSBD incurs as a result of Sub-Grantee expending funds in violation of this Sub-Grant Agreement or in violation of federal, state or local statutes, regulations, rules, policies, or procedures.
- b. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to CSBD by Sub-Grantee within thirty (30) days of the issuance of the report.

5.6.7 Audit Resolution Procedures

Sub-Grantee agrees to be subject to the monitoring, review and audit resolution procedures established by CSBD, the State of

Florida or the applicable federal agency and to cooperate with CSBD in the event that resolution cannot be achieved at CSBD's level.

5.6.8 Deduction from Monies Due Sub-Grantee

If this or any other Sub-Grant Agreement is in effect at the time of the identification of a questioned or disallowed cost, or a credit that is due CSBD, CSBD may deduct the amount disallowed/questioned from any reimbursements or payments due Sub-Grantee.

5.6.9 Failure to Discover

CSBD's failure to either promptly discover or demand prompt payment for questioned or disallowed costs will not relieve Sub-Grantee from their obligation to repay the disallowance or questioned cost at the time of identification or demand.

5.6.10 Stand-In Costs

Sub-Grantee may with the written approval of CSBD and the State of Florida, substitute allowable uncharged costs or in-kind contributions, made from non-federal sources to support the program funded by this Sub-Grant Agreement, to stand in for a disallowed or questioned cost. Such contributions or in-kind payments must have been documented in Sub-Grantee's budget attached to this Sub-Grant Agreement and/or books of account as may be required by the federal rules. The expenditure must be supported by the Sub-Grantee's independent Audit Report. The uncharged costs must have been incurred in the same program year as the costs, which they are proposed to replace.

5.6.11 Expiration of the Sub-Grant Agreement

The expiration of the contract shall not affect CSBD's, the State's, or any applicable federal agency's right to audit, disallow, or question a cost, or Sub-Grantee's obligation to repay the cost.

5.6.12 Audit Requirements Upon Dissolution of Sub-Grantee's Organization or Termination of Sub-Grant Agreement

- a. In the event of the voluntary or involuntary dissolution of Sub-Grantee's organization Sub-Grantee shall inform CSBD, within twenty-four (24) hours of Sub-Grantee's knowledge of its intent to dissolve or of the involuntary dissolution of their organization, and prior to actual dissolution, agrees to allow CSBD to arrange

for an immediate audit of Sub-Grantee's organization. CSBD may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Sub-Grant Agreement and any amendments hereto so that an immediate audit may be performed.

- b. Notice required by this section shall be in writing and in accordance with the Notice provisions contained herein.
- c. If Sub-Grantee is requested to provide CSBD with their records or elects to provide CSBD with all its records pertaining to this Sub-Grant Agreement or any amendments hereto they shall be delivered to the CSBD Vice President of Finance who is the designated custodian of the records for purposes of compliance with this section.
- d. Upon termination of this Sub-Grant Agreement for any reason Sub-Grantee agrees to allow CSBD to arrange for an immediate audit of Sub-Grantee's organization and/or the program/fiscal records, as appropriate. The audit may be organization wide or program specific in accordance with the requirements of the Office of Management and Budget and/or the State of Florida.

5.7 Amendments

5.7.1 Requests for Amendments

If either Sub-Grantee or CSBD wishes to modify, change, or amend this Sub-Grant Agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Sub-Grant Agreement. No such change shall be effective until approved by CSBD and/or the Sub-Grantee and a formal amendment to this Sub-Grant Agreement is executed by both parties.

- a. Sub-Grantee shall not be permitted to increase staff salaries not already provided for in the budgets attached hereto as Exhibits A and B, add new lines items or make other adjustments to the budget without a prior written contract modification request to CSBD.
- b. Sub-Grantee shall not make expenditures or otherwise encumber funds prior to execution of a formal amendment.
- c. Where modification requests include changes to the budget CSBD shall evaluate the cost reasonableness of the request

and if appropriate justification is provided by Sub-Grantee a written amendment shall be executed.

5.7.2 Time for Requesting Amendments

Sub-Grantee may request an amendment to their Sub-Grant Agreement one (1) time per program year quarter. The deadline for the last request shall be May 15th for each year this Sub-Grant Agreement is in effect.

5.7.3 CSBD's Unilateral Rights to Amend

Sub-Grantee understands and agrees that CSBD may unilaterally amend this Sub-Grant Agreement to conform to changes in any federal or state statute, regulation, or policy which is applicable to the program funded by this Sub-Grant Agreement or any amendment hereto.

5.7.4 Amendments for Local Conditions

Sub-Grantee understands and agrees that CSBD may amend this Sub-Grant Agreement as regards reduction in training slots and/or a redirection of training areas affecting and reducing total funds available to Sub-Grantee, as a result of economic conditions and/or employment trends within Broward County's labor market.

5.8 Copyrights, Patents, Rights in Data

5.8.1 Non-Exclusive Use and License

- a. Sub-Grantee agrees that CSBD, the State, and the federal government shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use a copyright or patent or rights in data in any copyright, patent, work, or invention developed in whole or in part with contract funds or which Sub-Grantee purchases with contract funds.
- b. CSBD may utilize products as described in paragraphs "a" above in conjunction with fee for service activities developed or operated by CSBD.
- c. Sub-Grantee agrees to comply with this section regardless of whether or not a copyright or patent has been secured or applied for in connection with the materials, products, rights in data, intellectual property or other similar materials or part thereof developed in whole or in part with funds made available under this Sub-Grant Agreement.

- d. Any breach of this section shall entitle CSBD to damages at least equal to the fair market value of the materials, products, rights in data, intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

5.8.2 Curriculum materials developed and copyrighted with non-contract funds but which may be used for this project are not subject to this section.

5.9 CSBD Policies and Procedures

Sub-Grantee agrees to adhere to all CSBD policies and procedures applicable to the operation of the program.

5.10 Prior Sub-Grant Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, Sub-Grant Agreements, and understandings applicable to the matters contained herein and Sub-Grantee and CSBD agree that there are no commitments, Sub-Grant Agreements or understandings concerning the subject matter of this Sub-Grant Agreement that are not contained in this document. Accordingly, Sub-Grantee and CSBD, agree that no deviation from the terms hereof shall be predicated upon any prior representations or Sub-Grant Agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Sub-Grantee and CSBD.

5.11 Client Confidentiality

5.11.1 Sub-Grantee Records are subject to the Florida Public Records Law, Florida Statutes section 119.07. Sub-Grantee and CSBD agree to share confidential customer and program information as necessary but only within the limits established by federal and state laws and regulations governing confidentiality.

5.11.2 Sub-Grantee acknowledges that their employees and employees of FloridaCommerce who are supervised or guided by Sub-Grantee, and any subcontractors of Sub-Grantee, receive information obtained from employers, participants and unemployment compensation claimants in the performance of their duties and in the course of delivering workforce program services. The information received may include, but is not limited

to job and program applicant registrations, job orders, employer reports, unemployment compensation claims and related records. This information is confidential and Sub-Grantee agrees to safeguard the information against unauthorized disclosure in accordance with 20 CFR 603 and Florida Statutes sections 443.171(5) and 443.1715.

5.11.3 Sub-Grantee understands and agrees that Welfare Transition Program participant records are confidential and exempt from public records disclosure pursuant to 45 CFR 205.50 and Florida Statutes section 414.295, and shall assure that safeguards are in place to protect the disclosure of such records.

5.11.4 Sub-Grantee, its employees, and individuals under the supervision of Sub-Grantee and subcontractors of Sub-Grantee in the course of performing their duties who receive and utilize confidential workforce program information shall:

i. Maintain the confidentiality of employer, employee and participant.

ii. Identify and any and all related information pursuant to state and federal law and regulations. All individuals with access to the herein described records shall sign the "Non-Disclosure and Confidentiality Sub-Grant Agreement" and return it to the CSBD Sr. Vice President of Operations. A copy of the certification statement is attached as Exhibit C, and Sub-Grantee shall execute the Data Sharing Sub-Grant Agreement (Non-Disclosure and Confidentiality Sub-Grant Agreement), attached hereto as Exhibit D.

iii. Abide by all present and future directives and CSBD policies issued in accordance with state and federal laws pertaining to workforce programs and grants, privacy requirements and data confidentiality. Official requests for information shall be handled in accordance with FloridaCommerce (formerly DEO) guidance FG 02-033, Confidentiality of Records and Public Records Requests and Subpoenas, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the FloridaCommerce website floridajobs.org.

iv. Abide by data security measures imposed by the Department of Children and Families, or any other entity as necessary to comply with the Health Insurance Portability and Accountability Act (HIPAA) and, if requested by CSBD, Sub-

Grantee shall execute a Business Associate Sub-Grant Agreement for the purpose of complying with HIPAA. If required by HIPAA or other laws, Sub-Grantee shall include in its "Notice of Privacy Practices" notice of Sub-Grantee's and CSBD's uses of client's Public HIPAA Information (PHI). The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Sub-Grant Agreement.

- v. Maintain the confidentiality of individual employer identifiable data. Individual employer identifiable data within the Labor Market Information (LMI) Program is confidential pursuant to Florida Statutes sections 443.171(5) and 443.1715, and Commissioner's Order 3-04 (USDOL). Labor Market Information (LMI) includes data such as labor force, employment, unemployment, unemployment rates, mass layoffs, employment and wages by industry and occupation, and employment projections. In publishable aggregate form, this data is not confidential. This data is collected and produced through cooperative Sub-Grant Agreements with the United States Department of Labor (USDOL), Bureau of Labor Statistics, and FloridaCommerce, Labor Market Statistics. The information is collected under a pledge of confidentiality to employers and must be treated in a manner that will ensure individual identifiable data will be accessible to only authorized persons. No information or records that would reveal the identity of any individual employer obtained from the Agency should be copied or disclosed to any party other than those authorized by Labor Market Statistics. Confidential employer information may be made available to Sub-Grantee employees and individuals under their supervision and Sub-Grantee subcontractors in the performance of their public duties including statistical research, economic forecasting, job search and training, and implementation and administration of state law.

5.12 Buy American

Any equipment or goods to be purchased under this Sub-Grant Agreement shall be purchased in accordance with the Buy American Act. 41 US Code §§ 8301 through 8303.

5.13 Drug Free Workplace

5.13.1 Sub-Grantee certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.

5.13.2 Sub-Grantee shall not use any of the funds under this sub-grant for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act.

5.13.3 Sub-Grantee shall not use any of the funds under Sub-Grant Agreement to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

5.14 Headings

The headings of the sections of this Sub-Grant Agreement are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

5.15 Public Entities Crime

Sub-Grantee represents that the execution of this Sub-Grant Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Sub-Grant Agreement and recovery of all monies paid by CSBD pursuant to this Sub-Grant Agreement, and may result in debarment from CSBD's competitive procurement activities.

In addition to the foregoing, Sub-Grantee further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Sub-Grantee has been placed on the convicted vendor list.

5.16 Compliance with Florida Statutes Section 287.135

Sub-Grantee certifies that they are not on the Scrutinized Companies that Boycott Israel List pursuant to Fla. Stat. § 215.4725, or is engaged in a boycott of Israel or is entering into a contract with or submitting a proposal to a Scrutinized Company.

5.17 Sub-Grant Agreement Term

5.17.1 The term of this Sub-Grant Agreement shall begin on the date it is fully executed by both parties and shall end on June 30, 2025.

5.17.2 The term of this Sub-Grant Agreement may be extended for four additional one-year periods. Renewal shall be at the option of the CSBD governing boards. The continuation of this Sub-Grant Agreement shall be subject to performance as defined herein, and the appropriation and availability of funds as described in this Sub-Grant Agreement.

5.17.3 At the end of each CSBD program year, if a new sub-grant agreement, for the same program services as provided for herein, is approved by the CSBD governing boards, or the term of this Sub-Grant Agreement is renewed by the CSBD governing boards for an additional one year period, the term of this Sub-grant Agreement shall automatically be extended from June 30, 2025 until such time as the new Agreement or amendment extending this Agreement, is approved and executed by Sub-Grantee, not to extend beyond September 30 of the calendar year following the end date of the immediately previous Agreement.

5.17.4 Sub-Grantee performance and the Sub-grant Agreement budget shall be re-negotiated at the beginning of each new program year.

5.17.5 All duties, obligations, and responsibilities of Sub-Grantee required by this Sub-Grant Agreement shall be completed no later than June 30, of the program year in which this Sub-Grant Agreement is executed. Thereafter if this Sub-Grant Agreement is extended all duties, obligations, and responsibilities of Sub-Grantee required as a result of any extension shall be completed no later than June 30,

of that program year. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Sub-Grant Agreement.

END OF ARTICLE 5

ARTICLE 6

SPECIAL OBLIGATIONS

6.1 Participant Payments

- 6.1.1 Participants receiving work experience or on-the job training wages may not be paid for time not in attendance, holidays, or overtime. Sub-Grantees shall not certify time sheets, which provide for payment for holidays, time not in attendance, at work, or in class, as appropriate, or for overtime hours worked.
- 6.1.2 CSBD shall be responsible for making incentive payments available to Sub-Grantee for delivery to youth based upon funds set aside for such activities at the time of approval of Sub-Grantee's proposal and/ or budget.

6.2 Actions to be taken in the Event of an Emergency or Natural Disaster.

- 6.2.1 CSBD and Sub-Grantee wish to ensure that service interruptions are kept to a minimum following an emergency or disaster.
- 6.2.2 Sub-Grantee shall designate three (3) individuals who shall provide CSBD with cell numbers and an additional contact number is available for each of the three (3) individuals. These individuals shall be the designated liaisons regarding all communications during the period of an emergency or natural disaster. The designated liaisons will participate in CSBD's annual emergency preparedness planning process and attend required meetings on this topic.
- 6.2.3 Sub-Grantee agrees that in the event of an emergency or natural disaster, Sub-Grantee shall take the below listed actions where advance notice permits or is provided, preceding an emergency or disaster:
 - a. Sub-Grantee shall designate the liaisons in the case of an emergency.
 - b. The individuals designated as the CSBD liaison shall contact the CSBD Executive Office and shall consult with the President or Vice President regarding closure of the One-Stop Center or program office being operated by Sub-Grantee and shall close operations in accordance with CSBD President's approval.

- c. Prior to closing the one-stop or local program office, Sub-Grantee shall protect participant files, equipment and other personal property paid for with CSBD funds by securing the equipment, covering the equipment, moving equipment away from doors or windows and/or taking such other actions to secure the equipment, personal property and participant files.
 - d. The securing of equipment shall be done in accordance with the CSBD Information Technology Hurricane Preparedness Plan. Protection of other property and files must be done pursuant to a plan adopted by Sub-Grantee and approved by the CSBD President or his/her designee.
- 6.2.4 Sub-Grantee agrees that immediately following an emergency or disaster the designated liaison shall contact the CSBD President or Vice President to confer on the reopening of offices and the provision of services to the participants.
- a. Sub-Grantee shall adopt a plan to ensure that information regarding resumption of services is communicated to all workers/staff in the One-Stop Centers or program offices. An example of such a plan might include a telephone tree.
 - b. It shall be the responsibility of Sub-Grantee's liaison to go out as soon as possible after an emergency or disaster to survey their offices. The liaison shall report any damages to the buildings or premises, downed trees, downed power lines, obstructions to access as well as power outages, water damage and water stoppages to the CSBD President or his/her designee.
 - c. Sub-Grantee shall Notice CSBD regarding the continuation or inability to continue services to participants following an emergency or disaster.

END OF ARTICLE 6

ARTICLE 7
SCOPE OF WORK

7.1 Program Description

Sub-Grantee shall employ a Navigator/Case Managers who shall identify up to (15) out-of-school youth (OSY) who are currently in a program being provided by Sub-grantee. Youth shall be at least 17 years old and not have reached their 24th birthday, meet the WIOA eligibility criteria for OSY, as described below in paragraph 7.3 and shall be enrolled in the WIOA program. The number of youth to be served shall include youth carried forward from the previous contract period after year 1 of this Sub-grant Agreement. In addition to the services provided by Sub-Grantee and/or the State of Florida or the Federal Government, the Navigator shall provide youth with WIOA services as described below.

7.2 Recruitment and Identification of the Youth to be Enrolled in WIOA

7.2.1 Sub-Grantee shall promote the program Internally through:

- a. Staff meetings
- b. Email newsletters
- c. Posters displayed in common areas.
- d. Promoting the program during program sessions
- e. Distributing informational materials and conducting presentations to educate participants about available opportunities

7.2.2 Sub-Grantee shall promote the program externally through:

- a. Social media platforms
- b. Attending community events and hosting information sessions
- c. Partnerships with schools, youth organizations
- d. Community centers.
- e. Distribute flyers and informational brochures in areas frequented by the target population

- f. Targeted outreach to referral agencies and stakeholders in the community.

7.2.3 Sub-Grantee shall identify and enroll fifteen (15) OSY.

- a. The youth shall be WIOA eligible OSY selected from among youth currently receiving services through Sub-grantee's other programs.
- b. After year 1 youth carried forward from the previous Program Year shall continue to be served and shall count toward the number of youth to be served during the current Program Year.
- c. Sub-Grantee shall not over-enroll into the program. As youth exit the program Sub-Grantee may refill the slot within forty-five (45) days of the slot being open, with the written approval of the CSBD Sr. Vice President of Operations so as to maintain an average case level of fifteen (15).

7.2.4 The youth identified and selected shall be informed of the WIOA activities and the benefit of the activities that will be made available to them along with the expectations of the WIOA program.

7.2.5 The Navigator(s) shall also inform the youth of their commitment in assisting the youth will all aspects of WIOA as a result of their enrollment in the program and with other life issues as needed by the youth.

7.2.6 All fifteen (15) youth shall be enrolled by March 31 of each year this Agreement is in effect. The youth shall be appropriate for the WIOA program funded by this Agreement.

7.2.7 Youth may **not** be enrolled in the 4th quarter of the Program Year if the youth will be enrolled into GED or into post-secondary training through a CSBD ITA.

7.2.8 Sub-Grantee shall ascertain that the youth evidence a desire and the motivation to participate and attain the goals to be identified in their Individual Service Strategy and Career Pathways Plans prior to being enrolled in WIOA.

7.2.9 Sub-Grantee shall be responsible for explaining the relationship between CSBD, Sub-grantee, and the students in this program. Youth shall be informed that guidance, support costs, tuition, and wages for their work experience is funded through CSBD. This shall be explained prior to their enrollment into the program.

7.3 Participant Eligibility Certification, Assessment and Development of the Individual Service Strategy/Career Pathway

7.3.1 Sub-Grantee shall be responsible for participant eligibility certification, which shall include an eligibility determination and assessment in accordance with WIOA.

7.3.2 To the extent that any of the youth in Sub-Grantee's program are Veterans or their eligible spouses, they shall receive a priority of service in accordance with 20 CFR Part 1010 Priority of Service for "Covered Persons."

7.3.3 Sub-Grantee shall be responsible for assisting the youth in assembling the documentation necessary for WIOA eligibility determination.

7.3.4 All youth to be recruited and enrolled in this program must meet WIOA eligibility criteria for out-of-school youth. Sub-Grantee shall determine OSY eligibility in accordance with WIOA section 129(a)(1)(B) and as described below.

a. Determination of ISY and OSY status

- i. Prior to determining eligibility Sub-Grantee shall make a determination that the youth are OSY in accordance with the below stated criteria.
- ii. ISY and OSY shall be determined at the time of program enrollment. School status must be based on status at the time eligibility determination is made. Only OSY may be enrolled into Sub-Grantee's program. Following a determination of OSY or ISY additional eligibility criteria must be met as described herein.
- iii. Youth enrolled into the program may not be attending any school at the time of eligibility determination. Youth in secondary school must not have attended for the immediately preceding school semester at the time of enrollment to be considered an OSY.
- iv. Youth enrolled during the summer in between school years, shall be considered ISY if they are enrolled to continue school in the fall and will not be eligible for Sub-Grantee's program. This includes registration in postsecondary education, even if

the youth have not yet begun postsecondary classes at the time of WIOA program enrollment.

- v. Youth with a high school credential who register for postsecondary education, but do not attend postsecondary education, may be considered an OSY if the eligibility determination is made after the time that the youth decided not to attend postsecondary education.
- vi. Youth enrolled in credit-bearing postsecondary education classes, including credit-bearing community college classes and credit-bearing continuing education classes, are considered to be attending postsecondary education, and, therefore, an ISY and may not be enrolled into Sub-Grantee's program.
- vii. Youth enrolled in non-credit-bearing postsecondary classes, are not considered to be attending postsecondary school and may be enrolled into Sub-Grantee's program as an OSY.
- viii. Youth in a dropout re-engagement program, funded by the public K–12 school system that are classified by the school system as still enrolled in school are considered ISY and may not be enrolled into Sub-Grantee's program.
- ix. Youth enrolled in a GED program are considered OSY and may be enrolled in Sub-Grantee's program.
- b. Upon a determination that a youth is OSY as described in subparagraph "a" above and at least 17 years old, but not yet have reached their 24th birthday at time of enrollment, a determination shall be made that the youth is:
 - i. An individual who is in foster care; or
 - ii. An individual who has aged out of the foster care system; or
 - iii. An individual eligible for assistance under Section 477 of the Social Security Act; or
 - iv. An individual who is in an out-of-home placement; or
 - v. An individual who has left foster care for kinship, guardianship, or adoption.

- c. All youth enrolled must be U.S. citizens or legally permitted to work in the United States and be able to provide the requisite documentation.
 - d. All youth “born male” at least 18 years of age must be registered for selective service to participate in the program. Providers will be expected to assist youth who have not yet enrolled in selective service to enroll in the selective service prior to enrollment into WIOA.
 - e. All youth must be residents of Broward County.
- 7.3.5 Upon enrollment into the program, Sub-Grantee shall ask youth to provide current contact information. Information should include, but no limited to: name, address, and phone/cell phone number of a relative not living in the youth’s household, best friend’s cell phone number, youth’s email address, Social Media accounts, etc., if applicable.
- 7.3.6 In the event a youth identified by Sub-Grantee is not enrolled into the WIOA program, Sub-Grantee may refer the youth to the CSBD centers for information and referral in accordance with WIOA requirements.
- 7.3.7 Prior to enrollment into WIOA and as a part of the identification process Sub-Grantee will use to enroll youth into the WIOA program, the Navigator shall assess each youth to determine whether they are appropriate for the program and can meet the WIOA performance objectives upon exit from the WIOA program.
- 7.3.8 Individuals entering the program will begin through an intake and assessment process which shall consist of the following:
- a. A review of all documentation to ensure that the individual is eligible for WIOA services.
 - b. Completion of the WIOA registration form which must be signed by the youth participant.
 - c. Completion of a TABE or similar basic skills assessment if the youth is seeking an individual training account so that they may attend post-secondary school or if basic skills is the barrier used to determine the youth’s eligibility.

- i. For youth who require a basic skills assessment the TABE or other acceptable assessment for eligibility purposes it must be completed prior to enrolling the youth into the program.
- ii. The Navigator shall use the TABE (or other approved assessment) test results to determine the youth's basic skills remediation needs.
- iii. For youth needing basic skills who have agreed to computer assisted remediation instruction the Navigator shall include such program activities as a part of the menu of services to be provided to the youth.
- iv. If remediation is entered into EF as the youth's activity attainment of a functional grade gain shall be determined through a post-test using TABE or such other assessment approved by DEO which must be given no later than twelve (12) months of the "Date of Participation" in a WIOA youth program.
- v. If the Navigator determines that a youth will be unable to attain this gain within twelve (12) months of enrollment into WIOA, the youth shall not be enrolled by the Navigator into remediation in the WIOA program or can be referred to an Adult Literacy program, as appropriate.
- vi. The Navigator shall assure that youth enrolled into the WIOA program and into remediation activity are aware of their responsibility regarding remediation and the post-test as well as the advantages associated with improving their basic skills levels as it applies to life and employability skills.

7.3.9 Sub-Grantee shall enter participants' registration for WIOA youth into the Employ Florida (EF) tracking system. Once a participant is entered into the EF system this will constitute an official enrollment into the program, and the data will be used when computing contractor's performance.

7.3.10 Sub-Grantee shall not register participants into EF until all the eligibility documentation has been collected.

7.3.11 Sub-Grantee shall provide the CSBD Youth Program Manager with a copy of the assessment tool they will use to determine the program activities to be provided to the youth, within ten (10) days of execution of this Agreement or in the alternative may use the

assessment, ISS and career pathways instruments currently used by CSBD in the career centers.

7.3.12 Following eligibility determination, staff shall develop an Individual Service Strategy Plan (ISS) and Career Pathways plan with each youth to be enrolled in the program.

- a. The plans shall be used to identify the WIOA program activities to be provided to each individual youth, as well as any supporting activities being provided to the youth through Sub-Grantee's other resources.
- b. The Navigator shall assure that the development of the ISS and Career Pathways Plans are done in concert and with the agreement of the youth resulting in a mutual planning process designed to give the youth participant ownership in the plan.
- c. The planning process shall involve shall involve the youth in the program activity choices with the Navigator guiding the youth to activities that will lead directly to the desired WIOA outcomes.
- d. The plans shall be used to track each youth's progress in the individual components of the program design.
- e. The ISS must be updated and modified as needed to reflect participant's progress in program activities and their achievement of program goals

7.3.13 The Navigator shall create a youth file using CSBD's document management system (DMS). Sub-Grantee may maintain a hard copy at their option within the youth file maintained by Sub-Grantee that shall be kept at Sub-Grantee's site

7.3.14 Youth shall receive an orientation at the beginning of the program.

- a. Sub-Grantee's youth case manager shall be included in the orientation.
- b. Sub-Grantee shall provide an orientation packet to all OSY in the program. Orientation shall include introductions to program staff, an overview of program goals and activities, explanation of program rules and expectations, and opportunities for youth to ask questions and express their needs and interests.
- c. The Navigator shall review the program activities and goals identified during assessment with the youth participants and

record the youth's agreement with the options presented in EF and in a responsibility agreement to be signed by the youth.

- d. Program requirements, eligibility requirements and benefits will be shared with youth and their case manager.
- e. The Navigator shall inform the youth participant regarding follow-up activities and expected communications.
- f. If the youth is under eighteen (18) years of age, Sub-Grantee shall assure the youth's assigned guardian approves in writing of the youth's participation in the program, signing necessary documents in participant file.
- g. Sub-Grantee shall provide CSBD with a list containing the names of youth participants carried forward from one program year to the next, thirty (30) days prior to the end of each program year this Agreement is in effect.
- h. A schedule of WIOA program activities shall be prepared for each youth. The schedule shall also include non WIOA activities so that the youth's case manager will be able to assist the youth in managing their time.

7.4 Program Services to be Provided to the Youth

7.4.1 The Navigator shall provide youth with a combination of WIOA funded activities as identified in the youth's ISS to support their career pathway and which shall be in addition to, and not in place of, the services provided through Sub-grantee's program. Activities may be concurrent or sequential as appropriate for the youth.

7.4.2 The Navigator shall incorporate WIOA services into the youth's assessment which guides services to be provided to the youth. The assessment shall include all or some of the following:

- a. A Strength Discovery and Needs Assessment to collect information on the youths' family, and neighborhood, academic performance, mental health history, substance use, and involvement with the juvenile justice system
- b. The Life Stressor Checklist
- c. The Casey Life Skills assessment.

- d. The Motivational, Appraisal, Personal, Potential (MAPP) career assessment
- e. The Holland Code Career Test
- f. Specific action steps to overcome identified obstacles.

7.4.3 Assessments will be reviewed quarterly, and adjustments shall be made as needed to meet the needs of the youth.

7.4.4 Sub-Grantee shall assist the OSY to develop a career plan with the support of their navigator and will identify educational opportunities, vocational training programs, and employment prospects aligned with the youth's interests and abilities.

7.4.5 The Navigator shall assure that the menu of WIOA funded services provided to the youth includes:

a. Counseling

- i. The Navigator shall coordinate counseling needed by the youth with Sub-grantee's other youth case managers to address the youth's progress in the program along with the youth's progress in Sub-grantee's other activities.
- ii. When possible, should the Navigator determine that the youth might benefit from an adult mentor and the youth is agreeable, the Navigator shall work with Sub-grantee's youth case manager to identify an appropriate mentor.

b. Employability skills shall be imparted by the Navigator either on a one-on-one basis with the youth in the Navigator's caseload or the Navigator may arrange to provide this to the youth as a group activity.

- i. The Navigator shall utilize *Job Saavy* or other appropriate formal curriculum for providing employability skills.
- ii. The Navigator shall identify the youth's existing skills, strengths, and areas for improvement related to employability skills such as communication, teamwork problem-solving, time management, and professionalism.
- iii. Sub-Grantee shall develop an individualized training plan tailored to the youths' specific needs and goals to enhance employability skills and prepare youth for success in the workforce.

- iv. "Hands-on training" and experiential learning opportunities to help youth develop and practice their employability skills in real-world settings.
 - v. This may include workshops, group activities, role-playing exercises, and on-the-job training experiences.
 - vi. Youth shall receive a minimum of ten (10) hours of employability skills training which shall be documented in case notes entered into EF.
 - vii. The Navigator shall review the curriculum with the CSBD Youth Program Manager prior to the start of training.
 - viii. Youth must receive employability skills training prior to being placed in a work experience.
- c. Leadership skills
- i. Navigators shall assist youth in building leadership skills by providing mentorship and guidance.
 - ii. Youth will be encouraged to take on leadership roles within the program, such as peer mentoring, group facilitation, or community service projects.
 - iii. Navigators shall provide leadership development workshops and training sessions focused on topics such as communication, teamwork, decision-making, and problem-solving.
 - iv. Youth shall be encouraged to participate in extracurricular activities, volunteer opportunities, and community events.
- d. Work experience, internships and on-the-job training.
- i. All youth enrolled shall be offered an opportunity to participate in an unsubsidized work experience.
 - ii. Sub-Grantee shall be given a budget allowance to use for work experience and OJT wages. Sub-Grantee shall be responsible for managing the funds and committing to spend one hundred percent (100%) of the funds allocated for this activity. Sub-Grantee shall develop a written plan for the delivery of the work experience activities which shall be provided to the CSBD Youth Program Manager within thirty

days (30) of Sub-grant execution so that the funds are expended within the CSBD program year.

- iii. Youth working at the time of their enrollment shall not replace their job with a work experience if it appears that the youth can maintain the job following program exit.
- iv. Sub-Grantee shall develop a plan for expenditure of the funds on work experience and OJT activities within thirty (30) days following the enrollment of each youth or in the case of youth already enrolled, within thirty (30) days of the execution of this amendment. The plan shall include:
 - aa. Whether the youth will be placed in a work experience and or OJT.
 - bb. The hourly wage to be paid to the youth.
 - cc. The number of weeks the youth will be assigned to a work experience.
 - dd. The number of days per week the youth will participate in the work experience and/or OJT.
 - ee. The number of hours per day the youth will be assigned to the work experience.
 - ff. The number of youth to be provided with a work experience.
 - gg. Whether the work experience will be paired sequentially with an OJT.
- v. The Navigator shall be responsible for developing a work experience opportunity that is aligned with the youth's desired career pathway for each youth in their caseload who participates in a work experience activity.
- vi. A training plan with the job title and which describes the skills to be learned during the work experience shall be developed for each child. All work experiences assigned to the youth in the program must be related to the youth's chosen career path and should be case noted appropriately.

- vii. The work experience may be with a public, private not for profit or for-profit sector employer willing to serve as a host worksite.
- viii. Youth in Sub-Grantee sponsored GED preparation or remediation may be concurrently provided a work experience. So long as the work experience hours comprise a minimum of fifty-one percent (51%) of the youth's time, the youth's time in GED preparation or remediation may be counted as a component of the paid work experience.
- ix. Youth enrolled in post-secondary training, as their activity while in the program, may be concurrently provided with a work experience. Time in post-secondary training may not be counted toward a youth's paid work experience.
- x. The Navigator may arrange for youth not interested in post-secondary training who are not receiving GED preparation or remediation to be enrolled in a work experience for up to a maximum of twenty-eight (28) hours per week with a job aligned with the youth's career pathway subject to CSBD budget availability. The work experience may be followed sequentially with an on-the-job training (OJT) where an employer is willing to hire the youth. In such instance the employer shall be reimbursed up to fifty percent (50%) of the youth participant's wage for up to a maximum of five hundred and twenty (520) hours, depending upon the SVP for the job, after which the youth shall be considered placed and shall be exited from the WIOA program. The total hours and weeks of work experience shall be dependent upon funds set aside for these activities by CSBD and shall be approved in writing annually by the CSBD Sr. VP of Operations.
- xi. The Sub-Grantee shall be responsible for tracking and monitoring participants' hours of work on a weekly basis so that:
 - aa. Properly completed and signed time sheets be submitted to CSBD in accordance with a predetermined schedule so that the youth can be paid.
 - bb. Sub-Grantee does not exceed the funds budgeted and allocated to them for youth wages.
- xii. Sub-Grantee may use their existing electronic spreadsheet or develop an updated electronic spreadsheet. The

spreadsheet shall contain the name of each youth as they are enrolled in the program along with their work experience scheduled start date, hours scheduled per week, name and address of the host work site/employer. The spreadsheet shall be provided to the CSBD Youth Program Manager within ten (10) days of contract execution. The spreadsheet data shall be entered within one (1) business day of the information being available

- xiii. Sub-Grantee shall provide a work experience report to the youth program manager on a weekly basis listing the name of each youth assigned to a work experience, the total hours assigned to each youth's work experience, the hours worked, and the name/location of the host work site
- xiv. Sub-Grantee shall coordinate with the Youth Program Manager for the curriculum used by CSBD so they can assist youth in completing the documentation necessary to open a bank account. Youth shall be paid electronically and be given a bank card to access their wages. Sub-Grantee shall instruct the youth on the use of a bank card and shall verify the address to which the card will be delivered.
- xv. Sub-Grantee shall instruct the youth regarding wage expectations so that they know they are paid a week in arrears, and that timesheets must be accurate and contain all required signatures or their pay checks may be delayed.
- xvi. Sub-Grantee shall be responsible for developing the worksites for work experience and the jobs for OJT
- xvii. The Navigator shall be trained by the CSBD Youth Program Manager on the CSBD work experience and OJT contracts, time sheets requirements and program policies. Sub-Grantee shall use the CSBD host worksite agreement or OJT agreement when placing youth at external worksites.
- xviii. Sub-Grantee may serve as a host worksite for work experience. In such instance Sub-Grantee shall complete the CSBD training plan document and assure timesheets are properly completed so that the youth can be entered into the CSBD work experience payroll system. A host agreement will not need to be executed,

- xix. Sub-Grantee may also access the CSBD database of youth work experience sites to identify unused slots which may be appropriate for the youth.
- xx. The Navigator shall ensure that worksites have and display the Child Labor Law posters where you assigned to the employer are eighteen (18) or under.
- xxi. The total hours youth may be provided a work experience shall be determined each year that this contract is in effect and shall be dependent upon the number of youth enrolled in WIOA and the CSBD WIOA youth allocation.
- xxii. Youth for whom placement into unsubsidized employment is the goal and where an employer is willing to make a hiring commitment may be placed directly into OJT.
- xxiii. The total number of hours a youth may be placed in an OJT shall be determined by the complexity of training to be provided to the youth and supported by the youth's OJT training plan.
- xxiv. Youth who receive payments will be paid one week in arrears and shall be paid biweekly. Time and attendance documentation shall be submitted to CSBD by Tuesday at 10:00 A.M. of the pay week in order for CSBD to generate the participant payroll. Payroll for youth in Sub-grantee's programs shall be processed in accordance with the procedure agreed to between CSBD and Sub-grantee.
- xxv. Youth who receive a work experience payment from CSBD will not be paid for holidays, overtime, leave time, vacation time, sick time, or other leave. Youth must not work on holidays. Time sheets must be monitored to assure that pay is only requested for allowable time actually worked. All other time worked will be the responsibility of the Sub-grantee. Students may not make up vacation, holiday, or sick time hours. The Navigator shall assure the youth and worksites are aware of this rule.
- e. Youth without a High School credential will be encouraged to complete their high school credential.
- f. Youth with a High School credential will be placed into full-time employment or encouraged to enroll into post-secondary educational options.

- g. Youth who are seeking employment will receive employability skills training and can be placed into an OJT as appropriate.
- h. Youth engagement activities provided by Sub-Grantee through non-WIOA funds shall include:
 - i. Housing assistance for youth who are facing homelessness.
 - ii. Extracurricular experiential and other activities such as team building through sports, drama, fitness, and chess.
 - iii. Assistance with daycare services, applying for Medicaid, acquiring ID Cards, birth certificates, and social security cards. Youth will be further assisted by staff who transport youth as needed to these locations.
 - iv. The securing of educational documents and assessing the youth's needs if school re-enrollment is an option.
 - v. Saturday job search.
 - vi. Holiday gifts for the youth and their children and Thanksgiving baskets provided with non-federal funds.
 - vii. Peer mentoring.
 - viii. The opportunity to meet with industry leaders.
- i. Placement and Program Outcomes
 - i. To obtain performance and exit the youth from the WIOA program, the Navigator shall be responsible for placement of the youth into employment, advanced training, post-secondary school, or the military upon exit from the program.
 - ii. The Navigator shall be responsible for developing OJT opportunities for the youth, as appropriate, followed by employer hire and exit from the program.
 - iii. Youth who are enrolled in a GED preparation activity must be awarded their High School credential which shall be considered the program outcome and which must be followed by an exit from WIOA into unsubsidized employment or post-secondary training or military to be successfully exited from the program.

- iv. Foster care youth with a High School credential may receive any of the approved WIOA youth services described in this Agreement and be enrolled into post-secondary training as a part of their WIOA program strategy. In such instance the youth's tuition may not be paid with WIOA funds.
- v. Youth enrolled in a post-secondary education program must complete a minimum of twelve (12) credits over the course of two (2) sequential semesters. Successful completion and exit from the WIOA program will require the applicable credential and placement into unsubsidized employment or the military upon exit from the program.
- vi. The Navigator shall be responsible for placing all youth exiting the program into unsubsidized employment or post-secondary school, or the military.
- vii. Sixty (60) days prior to exit from the program, the Navigator shall work with youth being placed into unsubsidized employment to develop resumes and begin the job application process.
- j. As appropriate to the youth the Navigator will commit WIOA paid for services as follows:
 - i. Tutoring for youth enrolled in Sub-grantee's GED preparation program who need additional assistance as evidenced by a lack of progress or inability to pass the prep/practice tests. The Navigator shall coordinate with the CSBD Youth Program Manager to arrange for tutoring. This shall be in addition to the tutoring offered by Sub-grantee.
 - ii. Tutoring for youth enrolled in a post-secondary training program struggling with the program coursework as evidenced by poor grades on coursework tests or quizzes. The Navigator shall coordinate with the CSBD Youth Program Manager to arrange for tutoring. This shall be in addition to the tutoring offered by Sub-grantee.
 - iii. The cost of books and course registration for youth seeking entry into an apprenticeship program that requires preliminary math courses which are not covered by the apprenticeship prior to enrollment.

- iv. For youth, with a high school credential, who qualify for and are enrolled in post-secondary training but who do not qualify for a PELL grant or tuition assistance from the state, to receive an Individual Training Account scholarship through CSBD.
- k. Twelve (12) Month Follow-Up
- i. Following program exit, the Navigator shall maintain weekly on-going communication with the youth for the first three (3) months to provide assistance with any identified issues. Thereafter follow-up shall be bi-weekly for the next three (3) months and then monthly through the end of the fourth (4th) quarter after participant's exit from the program. Sub-Grantee shall provide assistance as necessary with any identified issues through the fourth (4th) quarter after exit. Follow-up shall be conducted using the internet, phone conversations, e-mail, texting, and other social media to confirm the student is continuing in the last known positive post-secondary environment. If not in an acceptable activity, counseling and employment related support shall be provided to assist the youth in returning to their post-secondary activity or finding another job. Sub-Grantee shall record follow up for each youth in a case note entered into Employ Florida on a quarterly basis.
 - ii. If during follow-up it is determined that a youth has lost their job or is no longer attending a post-secondary education program, contractor shall immediately re-engage youth and offer employment support services to youth to assist them in returning to school or employment as appropriate. Any services provided shall be entered into the Employ Florida follow-up screens with the follow up codes.
 - iii. Sub-Grantee agrees that if this Agreement is renewed, Sub-Grantee will continue to provide follow-up to students through the fourth (4th) quarter after the youth's exit from the program.
 - iv. Follow-up shall be conducted using the internet, phone conversations, e-mail, texting, and other social media to confirm the youth is successfully continuing in a job or in post-secondary training or in the military. As necessary, counseling and on-going support shall be provided to assist the youth in a job or post-secondary training retention.

I. Youth Program Design Participation

- i. Youth input will be integrated into the program services through discussion between the youth and the Navigator.
- ii. The Navigator shall incorporate appropriate recommendations into the program design.

7.5 Participant Counseling

- 7.5.1 Sub-Grantee shall assure that the Navigator advises all participants of all aspects of the program prior to enrollment.
- 7.5.2 The Navigator shall be responsible for accessing and making a network of resources available to the youth so that they can attain the WIOA performance objectives, as well as preparing the youth to meet the day to day demands of family, work and community. The Navigator shall also serve as a supportive adult to their youth caseload.
- 7.5.3 The Navigators shall create frequent opportunities for youth to provide feedback on the program and services so that appropriate adjustments and customization of services can be developed for the youth.
- 7.5.4 The Navigators shall assure that program solutions proposed for youth take into account the diversity of the youth.
- 7.5.5 In creating a schedule of activities for the youth, the Navigator shall include counseling and shall use their best efforts to fully engage the youth through the activities described herein.
- 7.5.6 The Navigators will be expected to serve as a liaison between the youth and the various supervisors or contacts for activities occurring off-site interceding on their behalf as necessary.
- 7.5.7 Navigators and Sub-Grantee assigned staff shall be accessible to youth and on call 24/7. LIFE staff shall be available to youth during extended business hours and on weekends to help accommodate the youth's school/work schedule.
- 7.5.8 Case management and informal counseling sessions during days and times that are convenient to the youth.

- 7.5.9 There shall be at least weekly contact and engagement with each youth such that the contact coincides with and supports their activity schedule. Contacts shall be recorded by the Navigator.
- 7.5.10 The Navigators shall stay abreast of community services and programs so that youth can be referred according to the needs, interests, and goals for supportive services not available through WIOA.
- 7.5.11 The Navigator shall address study habits, progress, performance, and personal issues with the youth.
- 7.5.12 Case management and counseling contacts shall be documented through the Employ Florida and in the youth's file.
- 7.5.13 Case management notes shall be entered:
- a. Weekly for each participant in the program based upon counselor/case manager contact with the participant.
 - b. More often than weekly to document events, progress, challenges, and activities as they occur.
- 7.5.14 Case notes shall record all direct customer service activities including but not limited to assessment, career training and planning, development of the youth's employment plan and individual service strategy, support services provided as well as justification of need for the support services, job matching, placement and follow-up.
- 7.5.15 Case notes shall include the monitoring and documentation of each youth's services and outcomes on an individual activity basis and on a case-by-case basis. It is not expected that all youth will be provided every allowable WIOA activity or WIOA youth element. The case manager's determination of which services are appropriate for the youth in their caseload shall be documented.
- 7.5.16 Sub-grantee's program manager shall monitor case notes on a bi-weekly basis to assure staff is entering youth activities and program events with sufficient specificity such that any new staff assigned to case manage the youth will be aware of the youth's participation and progress and will be able to take over the case.

7.6 Participant Incentives

- 7.6.1 Incentives shall be offered to the youth enrolled in the program in accordance with the incentive plan approved by the CSBD Youth Program Manager.
- 7.6.2 Youth will be eligible to earn a performance incentive in an amount to be determined by CSBD, each year based upon the availability of funds. All incentives must be tied to performance attainments. Youth may receive an incentive for participating in a work experience. The incentive should be for making it to the midway and/or completion of the work experience for which they are receiving a wage. Youth must show positive outcomes, passing assessments and/or attaining functional grade gains to be eligible for an incentive. Incentives should be interspersed throughout the youth's tenure in the program.
- 7.6.3 Incentive or other payments to students shall be issued by CSBD and distributed by Sub-Grantee.
- 7.6.4 A performance incentive plan must be submitted to the CSBD Youth Program Manager within thirty (30) days of execution of this Agreement and by July 31, of each year this contract is in effect if the incentive plan is changed. All incentives must be tied to performance and attendance attainments. The definition of performance shall be described in the incentive plan. Incentives may not be given for enrollment into the program.
- 7.6.5 Incentive or other payments to students shall be issued by the CSBD Fiscal Department.
- 7.6.6 Each participant shall be awarded a certificate of participation and completion.

7.7 Participant Time, Data Entry, File Maintenance, Attendance, and Wages

- 7.7.1 For youth enrolled in a work experience/internship who will receive payments for hours worked, CSBD shall inform Sub-Grantee of payment dates and amounts. Sub-Grantee shall be responsible for keeping verified time and attendance documentation and for coordinating payroll distribution with CSBD Finance department staff.

- 7.7.2 Sub-Grantee shall meet with CSBD monthly to review files, youth progress and data entry.
- 7.7.3 Sub-Grantee shall be responsible for timely data entry, which is defined to mean within fifteen (15) days of any entry requiring a date to be entered into the Employ Florida Tracking System.
- 7.7.4 All barriers as defined by WIOA and eligibility information shall be recorded in Employ Florida.
- 7.7.5 Sub-Grantee shall use tickler dates prior to the future critical dates to assure data entry occurs on or before the effective dates. Information for dates will be pulled from Employ Florida. Case notes shall be entered into Employ Florida within three (3) days of a recordable event. All case files will be routinely reviewed to assure that they are accurate and up to date. The Navigator shall be responsible for putting checklists in place to verify that all essential information is in the case file.
- 7.7.6 Mistakes made in reporting youth information will be corrected in compliance with state guidelines. If the mistake is not correctable internally or on the state level, they will be documented with a case note to assure a clear audit trail.
- 7.7.7 Sub-Grantee shall maintain only one (1) electronic file for each youth in accordance with the model file to be provided by the CSBD Youth Program Manager.
- 7.7.8 Documents to be maintained/scanned into DMS include:
- a. Eligibility documents including, picture ID, social security card, address, date of birth, when required or evidence of youth/family public assistance payments, documentation of the youth's WIOA barrier, in accordance with section 7.3.5, above, when required, selective service for all males, school status, citizenship or legal status in the United States, assessment, ISS and career pathway plan. All applicable documents must be part of each youth's participant file.
 - b. Navigator case notes, referral forms, progress reports, support payments including but not limited to transportation and clothing vouchers, incentive requests and payments, financial aid reports, timesheets, pre and post-tests, all of which should be entered into Employ Florida and shall be maintained in Employ Florida.

- c. All case notes should reflect the activity, program and services provided to the youth.
- d. Sign-In Sheets, Employment Verification Forms, Certificate of Completion and Licensure Documentation as applicable.

7.7.9 Sub-Grantee shall maintain participant time and attendance records, which shall consist of daily time sheets for the days where the schedule of activities created for the youth indicates expected participation. The time sheets shall be signed by the participant and the Navigator. In the event a student is absent for three (3) consecutive days, the Navigator shall make every effort to follow-up with the youth and assist in addressing any obstacles which have interfered with program participation.

7.7.10 All absenteeism and tardiness shall be documented in the Navigator's case notes.

7.8 Program Staffing

7.8.1 Sub-Grantee shall hire the Navigator to be funded under this Agreement as Sub-Grantee staff, and they shall be dedicated to meeting the project objectives.

7.8.2 Sub-Grantee shall hire staff in a timely manner in order to assure that the program is fully staffed. Sub-Grantee shall ensure that position(s) that become vacant during the program year are advertised and filled within forty-five (45) days of the vacancy occurring. In the event of a vacancy Sub-grantee's youth case manager shall step in to guide the youth so that the youths' program progress is not impeded and to assure the case manager to caseload ratio remains a constant 1 staff: 12 – 15 youth at all times.

7.8.3 Sub-Grantee shall provide a copy of the Agreement work statement to the Navigators and Sub-grantee's youth case manager so that the staff working with the program participants is aware of the program goals and objectives.

7.8.4 All Navigators funded under this Agreement shall be assigned a caseload. The caseload shall be evenly distributed among the Navigators hired under this Agreement.

7.9 General Program Requirements

7.9.1 Testimonials and Success Stories

- a. Sub-grant recipient shall provide CSBD with 2 testimonials or success stories each quarter. The stories shall be related to program participants who have successfully completed the program and entered employment, post-secondary education, or the military.
- b. The success story shall include:
 - i. Any challenges or barriers the youth had to overcome to successfully complete the program.
 - ii. Support services received that helped the youth to participate in the program.
 - iii. The activities in which the youth participated to reach their goals such as but not limited to GED training, occupational skills training, work experience, employability skills, tutoring, financial literacy training, and counseling.
 - iv. Factors that played a role in the youth's success.
 - v. A recommendation, if the youth agrees to be shared with other youth to seek out CSBD for training and employment assistance.
 - vi. Any benefits realized by the youth and their family as a result of participating in the program
 - vii. A picture or video of the youth at work, in their cap and gown, or with their certificate.
 - viii. A signed release using the CSBD Testimonial Form: <https://ext.careersourcebroward.com/testimonials/Uploadfiles.aspx>

7.9.2 Sub-Grantee shall utilize facilities which are visually and acoustically appropriate for learning and which makes use of space in a manner that facilitates the on-going activities of the instructional program.

7.9.3 All program activities shall conform to the health and safety regulations established by the State of Florida.

- 7.9.4 If disclosure of the youth participant's records is requested by the public, State of Florida confidentiality standards and WIOA requirements pertaining to records of participants in WIOA programs shall apply.
- 7.9.5 All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this Agreement may be used for contributions on behalf of any trainee to retirement systems or plans.
- 7.9.6 All program sites shall be accessible to people with disabilities.
- 7.9.7 Self-Monitoring
- a. The Navigator shall develop a protocol and process for monthly monitoring of their program operations and deliverables under this Agreement in accordance with a schedule approved by their CSBD Youth Program Manager. The Navigator shall submit their monitoring schedule to the CSBD Youth Program Manager within forty-five (45) days of execution of this Agreement and by August 31, of each year this contract is in effect.
 - b. Self-monitoring shall include a one hundred percent (100%) file review. The file review shall be coordinated to occur thirty (30) days prior to the notice of the State's monitoring visit. The file review shall incorporate the current program year and the immediately preceding program year.
 - c. Within five (5) business days following the completion of the self-monitoring protocol, The Navigator shall submit a copy of any findings identified and the proposed corrective action to their CSBD Youth Program Manager who shall respond with respect to acceptance of the proposed corrective action or shall provide the Navigator with additional instructions for the resolution of any findings.
 - d. The Self-Monitoring required by this Agreement shall be in addition to the monitoring conducted by the CSBD Youth Program Manager, or the CSBD external monitors.
 - e. Failure to take the requisite corrective action as a result of findings identified through monitoring shall be considered when evaluating Sub-grantee's performance.

- f. Sub-Grantee shall use the CSBD monitoring tool and receive the CSBD Youth Program Manager's sign off prior to closing any file. If the youth has obtained a credential or a diploma a copy of the supporting document should be submitted with the closure request.
- g. Prior to exiting the youth from the system, the Navigator shall review any soft (negative) exits with the CSBD Youth Program Manager who shall approve the exit.

7.9.8 Sub-Grantee shall perform customer satisfaction surveys. Copies of the surveys must be shared with the CSBD Youth Program Manager.

7.9.9 Sub-Grantee shall measure customer satisfaction through other means as determined by Sub-Grantee and the Navigator.

7.10 Performance

7.10.1 Sub-Grantee shall meet the following performance with respect to the maintenance and correctness of their files:

- a. Sub-Grantee is responsible for implementing a self-monitoring protocol.
- b. Sub-Grantee shall make all corrective actions, as a result of findings identified by (1) Sub-Grantee through their own required self-monitoring, (2) the CSBD Program Manager or (3) the CSBD external monitors, including the state, within thirty (30) days of the issuance of the monitoring report. The corrective action must be accepted in writing by CSBD. Findings may not exceed five percent (5%) of the files monitored by CSBD, its external monitors or the state monitors, or of funds received, and no more than five percent (5%) of the Sub-Grantee's data entry may be untimely or incorrect as determined by the CSBD Youth Program Manager.

7.10.2 Enrollment Goals - Sub-Grantee shall enroll up to twenty (20) youth

- a. Enrollment Goals – Sub-Grantee shall ensure that fifteen (15) OSY per Navigator are consistently enrolled in the program throughout the year, by refilling slots no later than forty-five (45) days following the exit of a youth from the program.
- b. Ten (10) youth must be enrolled by March 31 of the program year.

- c. 100% of the youth carried forward from the previous program year shall exit in the immediately subsequent program year as applicable.

7.10.3 Sub-Grantee shall be required to meet all the performance elements described below to be considered as having met performance:

- a. Ninety percent (90%) of the youth enrolled in GED preparation must complete their GED and obtain a High School credential and measureable skills gain within the program year aligned with this sub-grant agreement period as appropriate to the youth.
- b. Ninety percent (100%) of youth enrolled in training through the award of an ITA scholarship through CSBD must complete their course and obtain their credential within the program year aligned with this sub-agreement period.
- c. 100% of youth enrolled in GED, or post-secondary education which will extend over two (2) program years or which requires more than twelve months of participation to attain the certificate or degree must take a minimum of twelve (12) credits over the course of two sequential semesters and be receiving passing grades to be considered as making progress under the WIOA performance measures and attain a measureable skills gain.
- d. Eighty-Five percent (85%) of the youth in the program during the current program year shall be exited from the program by being placed in the military or post-secondary education or unsubsidized employment at the time of their exit from the WIOA program and shall be retained in the military or post-secondary education or unsubsidized employment through the second (2nd) quarter after exit from the program so as to be considered as having met the "employment measure."
- e. Eighty-Five percent (85%) of the youth who exit the program during the current program year and are placed in the military or post-secondary education or unsubsidized employment at the time of their exit from the WIOA program and shall be retained in the military or post-secondary education or unsubsidized employment through the fourth (4th) quarter after exit from the program so as to be considered as having met the "employment retention measure."
- f. Youth shall be placed in employment at a wage of \$15.00 hour

- g. All employment verification forms submitted as proof of employment must be signed by employers and/or include the source used as proof of income and a copy of the document.
- h. Sub-grantee's performance calculation shall include all youth entered into the state's data systems. Once youth have been entered into the state's data system, youth may not be excluded from a determination of Sub-grantee's performance.

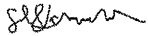
END OF AGREEMENT

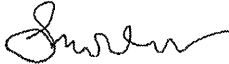
EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: HARMONY DEVELOPMENT CENTER, INC. through its Board of Directors (Board, Commission, Executive, as applicable), signing by and through its Chief Executive Officer (Title of Signatory) on the 21 day of June, 2024 and CareerSource Broward signing by and through its President/CEO, following Board Action on the 25th day of April, 2024.

AS TO HARMONY DEVELOPMENT CENTER, INC.:

WITNESSED BY:  L.S.

 L.S.

By: 

(Signature)

Print Name Cynthia Moreno

Title: Chief Executive Officer

Date: 06/21/2024

AS TO CAREERSOURCE BROWARD:

WITNESSED BY:
Amber Williams L.S.

Moya Brathwaite L.S.

By: 

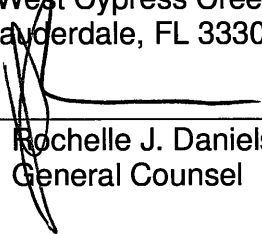
(Signature)

Print Name: Carol Hylton

Title: President/CEO

Date: 06/24/2024

Approved as to form by the CareerSource Broward
General Counsel
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309

BY: 
Rochelle J. Daniels
General Counsel

Reminder: Administration is limited to 4.72%

Note: Totals will automatically calculate when related cells are filled.

Line Item						TOTAL
Personnel						
Salaries *	0					0
Fringe Benefits	0					0
Mileage and Travel						0
Staff Incentives						0
Other (specify)						0
Total Personnel	0	0	0	0	0	0
Non Personnel						
Supplies						0
Materials						0
Books						0
Teaching Aids						0
Postage						0
Telephone						0
Maintenance						0
Printing						0
Equipment Rental						0
Equipment Purchase						0
Space Rental						0
Insurance						0
Utilities						0
** Indirect Costs						0
Audit						0
Legal						0
Accounting						0
*Profit						0
Other (specify)						0
Other (specify)						0
Other (specify)						0
Other (specify)						0
Other (specify)						0
Total Non-Personnel	0	0	0	0	0	0
Total ADMINISTRATION	0	0	0	0	0	0

*Must be explained in detail.

** Must have an approved indirect cost rate plan all other overhead must be itemized.

***Profit - For for-profits only. Profit is limited to 7.5%.

**** Note that all gray areas are read only and can not be changed.

Note: Totals will automatically calculate when related cells are filled.

Line Item						TOTAL
Personnel						
Salaries *	47,000					47,000
Fringe Benefits	8,460					8,460
Mileage and Travel	1,404					1,404
Staff Incentives						0
Other (specify)						0
Total Personnel	56,864	0	0	0	0	56,864
Non Personnel						
Supplies	720					720
Materials	1,500					1,500
Books						0
Teaching Aids						0
Postage						0
Telephone	600					600
Maintenance						0
Printing						0
Equipment Rental						0
Equipment Purchase	0					0
Space Rental	0					0
Insurance						0
Utilities						0
** Indirect Costs						0
Audit						0
Legal						0
Accounting						0
*Profit						0
Credential Training						0
Other (specify)						0
Other (specify)						0
Other (specify)						0
Other (specify)						0
Total Non-Personnel	2,820	0	0	0	0	2,820
Total SERVICES	59,684	0	0	0	0	59,684

*** Note that all gray areas are read only and can not be changed.

Reminder: Administration is limited to 5%

Note: Items with 0 will automatically calculate when related cells are filled.

Line Item	Annual Expense	Administration	Services
Personnel			
Salaries *	47,000	0	47,000
Fringe Benefits	8,460	0	8,460
Mileage and Travel	1,404	0	1,404
Other	0	0	0
Staff Incentives	0	0	0
Total Personnel	56,864	0	56,864
Non Personnel			
Supplies	720	0	720
Materials	1,500	0	1,500
Books	0	0	0
Teaching Aids	0	0	0
Postage	0	0	0
Telephone	600	0	600
Maintenance	0	0	0
Printing	0	0	0
Equipment Rental	0	0	0
Equipment Purchase	0	0	0
Space Rental	0	0	0
Insurance	0	0	0
Utilities	0	0	0
** Indirect Costs	0	0	0
Audit	0	0	0
Legal	0	0	0
Accounting	0	0	0
*Profit	0	0	0
Other	0	0	0
Total Non- Personnel	2,820	0	2,820

GRAND TOTAL	59,684
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* Note: This page is READ ONLY. All values are based on calculation from other sheets.

List all positions included and the total amount of wages requested for each cost category. Add more lines if necessary. All allocations of salary across cost categories must be supported by matching job descriptions and a cost allocation plan.

NOTE: Columns with 0 will be automatically calculated when other items are entered.

Job Title	Total Annual Salary	% of Salary to Admin Budget	% of Salary to Admin Budget*	% of Salary to Services Budget	% of Salary to Services Budget**	% of Salary from Other WorkForce One Programs	\$ from other WorkForce One Programs	% of Salary from Other Sources of Funding**	\$ to Other Sources of Funding***	Total % (Must total 100)	Total \$
Career Counselor 1	\$47,000	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
		0	\$0	100	\$47,000	0	\$0	0	\$0	\$100	\$47,000
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	0	\$0	100	\$0	0	\$0	0	\$0	100	\$0
	\$0	5	\$0	0	\$0	0	\$0	95	\$0	100	\$0
	\$0	5	\$0	0	\$0	0	\$0	95	\$0	100	\$0
TOTALS	\$47,000		\$0		\$47,000		\$0		\$0		\$47,000

*Field must match the total salaries on Administrative Budget (Budget Sheet #1)

**Total must match the total salaries on Services Budget (Budget Sheet #2)

***Include all non-WorkForce One Funds

EXHIBIT A - BUDGET PERSONNEL DETAILS Fringe Benefits

Enter fringe benefits for all positions listed on Budget page 4. Add more lines if necessary.

NOTE: Columns with 0 will be automatically calculated when other items are entered.

Job Title	Total Salary	Total Fringes	% of Fringes	% of	\$ for fringes	% of Fringes	\$ to for	% of Fringes	\$ for	% of	\$ for	Total %	Total \$
		\$0	18%	0	\$0	10	\$0	0	\$0	90	\$0	100.00%	\$0
		\$0	18%	0	\$0	50	\$0	0	\$0	50	\$0	100.00%	\$0
Career Counselor 1	\$47,000	\$8,460	18%	0	\$0	100	\$8,460	0	\$0	0	\$0	100.00%	\$8,460
		\$0	18%	0	\$0	100	\$0	0	\$0	0	\$0	100.00%	\$0
		\$0	18%	0	\$0	50	\$0	0	\$0	50	\$0	100.00%	\$0
		\$0	18%	0	\$0	100	\$0	0	\$0	0	\$0	100.00%	\$0
		\$0											
		\$0	18%	5	\$0	0	\$0	0	\$0	95	\$0	100.00%	\$0
		\$0	18%	5	\$0	0	\$0	0	\$0	95	\$0	100.00%	\$0
					\$0		\$8,460		\$0		\$0		\$8,460

*Total must match the total fringes on Administration Budget (Budget Sheet #1)

**Total must match the total fringes on Services Budget (Budget Sheet #2)

***Include all non-WorkForce One Funds

Itemize any items in your budget under the categories listed and provide cost breakdown.
 Add more lines if necessary.
 Note: Items with 0 will automatically calculate when related cells are filled.

Cost Category*	Item	Quantity	Unit Cost	Total Cost**
Supplies	Office supplies and Program supplies: \$60 x 12 months	12	\$60	\$720
Materials	Assessments \$100 * 15 youths	15	\$100	\$1,500
Books				
Teaching Aids				
Credential Training				
Telephone	\$50 per month x 12 months	1	\$600	\$600
Maintenance				
Printing				
Equipment Rental				
Equipment Purchase				
Space Rental				
Other				
Computer Equipment				
Total				\$2,820

* Must match categories on budget pages 1-3
 ** Must match totals on Budget Summary, Budget Page 3

EXHIBIT B


Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information of individuals who receive public assistance, employment and unemployment insurance records maintained by the FLORIDACOMMERCE, made available to my employer, for the limited purpose of performing its duty pursuant to a Sub-grant Agreement for Services and Non-Disclosure and Confidentiality Certification Sub-Grant Agreement.

These confidential records may include name (or other personally identifiable information), social security numbers, wage and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my duties associated with the program requirements set forth under contract or Sub-grant Agreement, I am requesting an approved username, password, and additional instructions for accessing the State's Management Information Systems, (hereinafter, collectively referred to as "the Workforce Systems"). Prior to receiving such means of access, I acknowledge and agree to abide by the following standards for the receipt and handling of confidential information:

1. I shall use access to the Workforce Systems only to secure information to conduct official program business under such contract/Sub-grant Agreement.
2. I shall not disclose my username, password, or other information needed to access the Systems to any party nor shall I give any other individual access to information secured.
3. If I should become aware that any other individual – other than an authorized employee – may have obtained or has obtained access to my username, password, or other information needed to access the Workforce Systems, I shall immediately notify the Regional Workforce Board Security Officer.
4. I shall not share with anyone any other information regarding access to the Systems unless I am specifically authorized by the Agency.
5. I shall not access or request access to any social security numbers, personal information, wage or employment data unless such access is necessary for the performance of my official duties.

6. I shall not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) involved.
7. I shall retain the confidential data only for that period of time necessary to perform my duties. Thereafter, I shall either arrange for the retention of such information consistent with federal or state record retention requirements or delete or destroy such data.
8. I have either been trained in the proper use and handling of confidential data or I have received written standards and instructions in the handling of confidential data from my employer or the Agency. I shall comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my username and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
9. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated and I may be subject to other disciplinary actions. I further acknowledge that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to a fine and/or period of imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.
10. Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor and be guided by his/her response.

Employee Signature: 

Date: 06/21/2024

Print Employee Name: Cynthia Moreno

Address: 12233 SW 55 Street Suite 801
Cooper City, FL 33330

Work Telephone: 954-483-6478

E-Mail: cmoreno@harmonydc1.org

EXHIBIT C

Data Sharing Sub-grant Agreement (Non-Disclosure and Confidentiality Sub-grant Agreement)

I. Parties to the Sub-grant Agreement:

CareerSource Broward and Sub-grantee.

II. Terms and Conditions of Sub-grant Agreement:

A. The parties to this Sub-grant Agreement recognize that the full participation of the Florida Department of Commerce (hereinafter, FLORIDACOMMERCE) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Innovation and Opportunity Act (WIOA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Sub-grantee, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Sub-grantee is aware that there is a FLORIDACOMMERCE Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.

C. Sub-grantee, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Sub-grantee must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Sub-grantee's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Sub-grant Agreement to CareerSource Broward.

D. Sub-grantee shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Sub-grantee will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Sub-grantee will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit J. These forms shall be submitted to CareerSource Broward. Sub-grantee shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer in need of system access so that CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

F. Sub-grantee agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Sub-grant Agreement will be exchanged between the parties to this Sub-grant Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Sub-grant Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Sub-grantee, subcontractors and their employees may obtain access to information that is otherwise confidential, however, that access does not alter the confidential nature of the information. It is incumbent upon Sub-grantee, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Sub-grant Agreement by parties other than those specified in this Sub-grant Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas FLORIDACOMMERCE FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the FLORIDACOMMERCE Intranet.

V. Indemnity:

Sub-grantee is an independent contractor and shall carry out, exercise and execute its duties under this Sub-grant Agreement as an independent contractor. In discharging said duties and responsibilities, Sub-grantee shall exercise due

and responsible care and shall comply with all assurances contained herein. Sub-grantee agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Sub-grant Agreement.

VI. Termination of the Sub-grant Agreement:

This Sub-grant Agreement may be terminated upon failure of either party to abide by the terms of the Sub-grant Agreement or for the convenience of the parties, within thirty days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Sub-grant Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of Sub-grant Agreement:

This Sub-grant Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Sub-grantee

Name of Sub-grantee:

Name of President or Chief Officer or Chair: Cynthia Moreno

(Signature) 

(Title) Chief Executive Officer

(Date) 06/21/2024

ACCEPTED BY CareerSource Broward:

Name of President/CEO: Carol Hylton

(Signature) 

(Title) President/CEO

(Date) 06/24/2024

Harmony OSY

PY 2024-2025

EXHIBIT D ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor or sub-recipient also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by identified by the DOL as of September 30, 2020 at: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>.

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the

abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

I. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (www.fvvs.Rov/officesl).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities: and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where

necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U S C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.eov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term: or

- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension
- b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminated if Contractor
 - 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or
 - 2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S C 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7

cc. Copeland 'Anti-Kickback' ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of 'funding agreement' under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties. assignment or performance of experimental, developmental, or research work under that 'funding agreement,' the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U S C. '1 352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

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

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

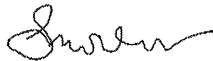
EXHIBIT E

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature

06/21/2024

Date

Cynthia Moreno

Chief Executive Officer

Print Name and Title of Authorized Representative

EXHIBIT F

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic

Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement
d. loan e. loan guarantee f. loan insurance

2. Status of Federal Action:

a. bid/offer/application

b. initial award

c. post-award

3. Report Type: _____

a. initial filing

b. material change

For Material Change Only

year _____ quarter _____

date of last report _____

4. Name and Address of Reporting Entity: _____

Prime _____

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and
Sub-awardee Tier _____ if known:

Address of Prime:

Congressional District, if known:

Congressional District, if known:

6. Federal Department/ Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobbying Entity

b. Individuals Performing Services (including address if different from No. 10a.)
(If individual, last name, first name, MI)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):

_____ actual _____ planned _____

12. Form of Payment (check all that apply):

a. cash

b. In-kind, specify: nature _____
value _____

a. retainer

b. one-time fee

c. commission

d. contingent fee

e. deferred

f. other, specify:

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.

² (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Approved by OMB 0348-0046 Authorized for Local Reproduction Standard Form LLL-A

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.³

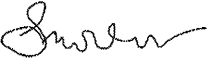
Signature 
Print Name Cynthia Moreno
Title Chief Executive Officer
Telephone Number 954-483-6478
Date 06/21/2024

EXHIBIT G

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the Congress, an Officer of 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.
- (3) 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 agreements) and that subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

HARMONY DEVELOPMENT CENTER

OSY

Grantee/Contractor/Organization

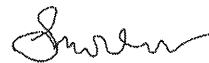
Program/Title

06/21/2024

Name of Certifying Official

Date

Print Name and Sign Cynthia Moreno



*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

EXHIBIT H

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.

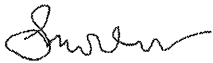
- 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
 - 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.



 Signature

06/21/2024

 Date

Cynthia Moreno

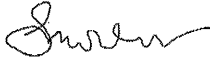
 Print Name

EXHIBIT I

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.



06/21/2024

Signature and Date

Cynthia Moreno

Printed Name

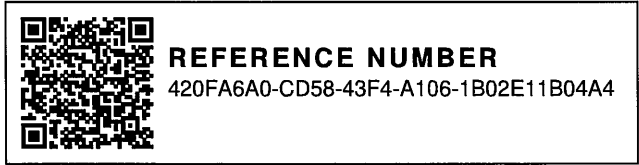
Chief Executive Officer

Title

HARMONY DEVELOPMENT CENTER

Organization

SIGNATURE CERTIFICATE



TRANSACTION DETAILS | **DOCUMENT DETAILS**

Reference Number
420FA6A0-CD58-43F4-A106-1B02E11B04A4

Transaction Type
Signature Request

Sent At
06/17/2024 10:56 EDT

Executed At
06/24/2024 12:14 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
a8329f753bd3203f717442bb4d1bc19b7cc056a6d2b3f554af0e7d4d8ce22b47

Signer Sequencing
Enabled

Document Passcode
Disabled

Document Name
Harmony Development OSY Contract No 2024-2025-CR-WIOA-OSY-12021

Filename
Harmony_Development_OSY_Contract_No_2024-2025-CR-WIOA-OSY-12021.pdf

Pages
134 pages

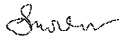
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application/pdf

File Size
1.15 MB

Original Checksum
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Cheryll Kammerer</p> <p>Email ckammerer@harmonydc1.org</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 858b4f4dcb92d2c7c9e21bcdada122cdd286911cb06f6ea8796057f49a853912</p> <p>IP Address 76.108.99.243</p> <p>Device Microsoft Edge via Windows</p> <p>Drawn Signature </p> <p>Signature Reference ID AB56DCBE</p> <p>Signature Biometric Count 3</p>	<p>Viewed At 06/24/2024 12:13 EDT</p> <p>Identity Authenticated At 06/24/2024 12:14 EDT</p> <p>Signed At 06/24/2024 12:14 EDT</p>
<p>Name Gabriela Raurell</p> <p>Email graurell@harmonydc1.org</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 040214cb32ac362b43f02041411e06e9c2cbf497e5d848249e936836cac74a51</p> <p>IP Address 57.135.105.23</p> <p>Device Microsoft Edge via iOS</p> <p>Drawn Signature </p> <p>Signature Reference ID 84D10BC9</p> <p>Signature Biometric Count 3</p>	<p>Viewed At 06/21/2024 18:14 EDT</p> <p>Identity Authenticated At 06/21/2024 18:14 EDT</p> <p>Signed At 06/21/2024 18:14 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
Name Cynthia Moreno	Status signed	Viewed At 06/21/2024 17:47 EDT
Email cmoreno@harmonydc1.org	Multi-factor Digital Fingerprint Checksum f8787c1d4d8003e0ef41237318d7253ec932a17e3c00018dd3ac396849647b41	Identity Authenticated At 06/21/2024 17:55 EDT
Signer Sequence 0	IP Address 57.135.105.95	Signed At 06/21/2024 17:55 EDT
Components 38	Device Chrome via Windows	
	Drawn Signature 	
	Signature Reference ID C92EF038	
	Signature Biometric Count 1	

AUDITS

TIMESTAMP	AUDIT
06/17/2024 10:56 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'Harmony_Development_OSY_Contract_No_2024-2025-CR-WIOA-OSY-12021.pdf' on Chrome via Windows from 67.23.70.69.
06/17/2024 10:56 EDT	Cynthia Moreno (cmoreno@harmonydc1.org) was emailed a link to sign.
06/18/2024 08:57 EDT	Cynthia Moreno (cmoreno@harmonydc1.org) was emailed a reminder.
06/18/2024 11:36 EDT	Cynthia Moreno (cmoreno@harmonydc1.org) viewed the document on Mobile Safari via iOS from 66.73.166.47.
06/18/2024 11:37 EDT	Cynthia Moreno (cmoreno@harmonydc1.org) viewed the document on Chrome via Windows from 40.94.28.48.
06/21/2024 16:34 EDT	Cynthia Moreno (cmoreno@harmonydc1.org) was emailed a reminder.
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06/21/2024 17:55 EDT	Gabriela Raurell (graurell@harmonydc1.org) was emailed a link to sign.
06/21/2024 18:13 EDT	Gabriela Raurell (graurell@harmonydc1.org) viewed the document on Microsoft Edge via iOS from 57.135.105.23.
06/21/2024 18:14 EDT	Gabriela Raurell (graurell@harmonydc1.org) viewed the document on Chrome via Windows from 40.94.29.50.
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06/21/2024 18:14 EDT	Gabriela Raurell (graurell@harmonydc1.org) signed the document on Microsoft Edge via iOS from 57.135.105.23.
06/21/2024 18:14 EDT	Cheryll Kammerer (ckammerer@harmonydc1.org) was emailed a link to sign.
06/24/2024 09:09 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) modified the signer name from 'Cheryll Kammerer' to 'A. Rivera' and email from 'ckammerer@harmonydc1.org' to 'arivera@harmonydc1.org'.
06/24/2024 09:09 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) modified signer email/name for 'Harmony_Development_OSY_Contract_No_2024-2025-CR-WIOA-OSY-12021.pdf' on Chrome via Windows from 67.23.70.69.
06/24/2024 09:09 EDT	A. Rivera (arivera@harmonydc1.org) was emailed a link to sign.
06/24/2024 09:12 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) modified the signer name from 'A. Rivera' to 'Ada Luz Rivera'.
06/24/2024 09:12 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) modified signer email/name for 'Harmony_Development_OSY_Contract_No_2024-2025-CR-WIOA-OSY-12021.pdf' on Chrome via Windows from 67.23.70.69.
06/24/2024 11:00 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) modified the signer name from 'Ada Luz Rivera' to 'Cheryll Kammerer' and email from 'arivera@harmonydc1.org' to 'ckammerer@harmonydc1.org'.
06/24/2024 11:00 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) modified signer email/name for 'Harmony_Development_OSY_Contract_No_2024-2025-CR-WIOA-OSY-12021.pdf' on Chrome via Windows from 67.23.70.69.
06/24/2024 11:00 EDT	Cheryll Kammerer (ckammerer@harmonydc1.org) was emailed a link to sign.
06/24/2024 12:13 EDT	Cheryll Kammerer (ckammerer@harmonydc1.org) viewed the document on Microsoft Edge via Windows from 76.108.99.243.
06/24/2024 12:13 EDT	Cheryll Kammerer (ckammerer@harmonydc1.org) viewed the document on Chrome via Windows from 20.230.219.169.
06/24/2024 12:14 EDT	Cheryll Kammerer (ckammerer@harmonydc1.org) authenticated via email on Microsoft Edge via Windows from 76.108.99.243.

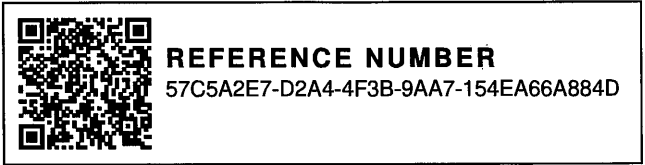
TIMESTAMP

06/24/2024 12:14 EDT

AUDIT

Cheryll Kammerer (ckammerer@harmonydc1.org) signed the document on Microsoft Edge via Windows from 76.108.99.243.

SIGNATURE CERTIFICATE



TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 57C5A2E7-D2A4-4F3B-9AA7-154EA66A884D Transaction Type Signature Request Sent At 06/24/2024 15:16 EDT Executed At 06/25/2024 11:04 EDT Identity Method email Distribution Method email Signed Checksum 9e11e4fd857c10f304ca9d36d8b2e7d8520885b6c7504e6210ff599ab816e7b Signer Sequencing Enabled Document Passcode Disabled	Document Name PE-Harmony Development OSY Contract No 2024-2025-CR-WIOA-OSY-12021-signed-certificate Filename PE-Harmony_Development_OSY_Contract_No_2024-2025-CR-WIOA-OSY-12021-signed-certificate.pdf Pages 137 pages Content Type application/pdf File Size 643 KB Original Checksum e33bd82eeb9a27d2d9a7139a1887f6c634add3a7b39fba5e34041dde9da1246c

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Moya Brathwaite Email mbrathwaite@careersourcebroward.com Signer Sequence 2 Components 1	Status signed Multi-factor Digital Fingerprint Checksum ae28f49344195f2a9ed8db421e7d0ceafbb7f26a4d08593515cf7425a85dc044 IP Address 67.23.70.69 Device Chrome via Windows Typed Signature <i>Moya Brathwaite</i> Signature Reference ID 13176062	Viewed At 06/25/2024 11:04 EDT Identity Authenticated At 06/25/2024 11:04 EDT Signed At 06/25/2024 11:04 EDT
Name Amber Williams Email amwilliams@careersourcebroward.com Signer Sequence 1 Components 1	Status signed Multi-factor Digital Fingerprint Checksum c379483d1574786bb723442ab6257e3ee56f48b45aac7835d206045af1c363a3 IP Address 67.23.70.69 Device Chrome via Windows Typed Signature <i>Amber Williams</i> Signature Reference ID 61AD796D	Viewed At 06/25/2024 11:01 EDT Identity Authenticated At 06/25/2024 11:02 EDT Signed At 06/25/2024 11:02 EDT

SIGNER	E-SIGNATURE	EVENTS
Name Carol Hylton	Status signed	Viewed At 06/24/2024 16:03 EDT
Email chylton@careersourcebroward.com	Multi-factor Digital Fingerprint Checksum 15e1804f6d1945feb70d555200f477a3b87e6a7322a7da1e9c6e3333bbe55e6	Identity Authenticated At 06/24/2024 16:03 EDT
Signer Sequence 0	IP Address 99.33.26.222	Signed At 06/24/2024 16:03 EDT
Components 4	Device Mobile Safari via iOS	
	Typed Signature <i>Carol Hylton</i>	
	Signature Reference ID 7BF570BA	

AUDITS

TIMESTAMP	AUDIT
06/24/2024 15:16 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'PE-Harmony_Development_OSY_Contract_No_2024-2025-CR-WIOA-OSY-12021-signed-certificate.pdf' on Chrome via Windows from 67.23.70.69.
06/24/2024 15:16 EDT	Carol Hylton (chylton@careersourcebroward.com) was emailed a link to sign.
06/24/2024 16:03 EDT	Carol Hylton (chylton@careersourcebroward.com) viewed the document on Mobile Safari via iOS from 99.33.26.222.
06/24/2024 16:03 EDT	Carol Hylton (chylton@careersourcebroward.com) authenticated via email on Mobile Safari via iOS from 99.33.26.222.
06/24/2024 16:03 EDT	Carol Hylton (chylton@careersourcebroward.com) signed the document on Mobile Safari via iOS from 99.33.26.222.
06/24/2024 16:03 EDT	Amber Williams (amwilliams@careersourcebroward.com) was emailed a link to sign.
06/25/2024 11:01 EDT	Amber Williams (amwilliams@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
06/25/2024 11:02 EDT	Amber Williams (amwilliams@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
06/25/2024 11:02 EDT	Amber Williams (amwilliams@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.
06/25/2024 11:02 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) was emailed a link to sign.
06/25/2024 11:04 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
06/25/2024 11:04 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
06/25/2024 11:04 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

ELIGIBLE TRAINING PROVIDER

VENDOR CONTRACT

2024-2027-ETP-11013

Between

CareerSource Broward

And

HCI COLLEGE LLC
An Initial Eligible Training Provider

Pursuant to the Steven's Amendment
Consolidated Appropriations Act of 2018, Pub. L. No. 115- 141, 132 Stat. 348, div. H, Title V,
Sec. 505 (Mar. 23, 2018)

1. The percentage and dollars of the total costs of the program or project which will be financed with Federal money is determined at the time of individual participant enrollment.

This is a master agreement. No funds are awarded under this contract.

This Agreement entered into on this 21st day of March, 2024 by and between CareerSource Broward, hereinafter referred to as "CSBD", and **HCI COLLEGE LLC** a For Profit Foreign Limited Liability Company, the State of FLORIDA, hereinafter referred to as Contractor.

The term of this Agreement shall begin on the date the Agreement is executed by all the parties and shall terminate with the completion of the training of the last participant referred by CSBD to Contractor or June 30, 2027, whichever date comes later.

RECITALS

Whereas, the CSBD Council of Elected Officials, hereinafter, "Council" and the Broward Workforce Development Board, hereinafter "BWDB" have approved Contractor, and the Courses of training on the CSBD Eligible Training Provider List for the purpose of referring program participants for training under its various formula and discretionary, state and federal workforce grants; and

Whereas, Contractor agrees to provide the above referenced training, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

A. STATEMENT OF WORK

1. CSBD's ability to enter into this Contract is dependent upon Contractor's approval to be an Eligible Training Provider (ETP) for a one (1) year period of initial eligibility followed by a two (2) year period of subsequent eligibility pursuant to 20 CFR 680.450 and 680.460. Should Contractor fail to meet initial or subsequent eligibility this Contract shall be immediately terminated.
2. Contractor agrees to provide the course(s) of training as specified in the approved program description, submitted to CSBD for approval by its governing boards. Contractor shall notify CSBD of any changes in the approved program descriptions prior to the enrollment of any individual referred by CSBD.
3. Contractor shall provide their approved course(s) of training at its licensed facility, on-line or at an externship or clinical site based upon the approval granted by the BWDB at the time of submission of their application to be placed on the CSBD Eligible Training Provider List (ETPL).
4. Contractor's approval as an ITA provider does not obligate CSBD to refer participants.
5. Contractor understands that this Contract does not obligate CSBD to refer students to Contractor. However, Contractor may refer individuals to CSBD for a determination of their eligibility to receive financial assistance and a Training Voucher from CSBD. CSBD must offer participants "customer choice" and therefore does not guarantee that a student referred to CSBD by Contractor, will ultimately decide to enroll in Contractor's institution.
6. Contractor agrees to enroll participants as students in their institution and to provide the training as specified on the Training Voucher, as described below, presented to the campus Cashier or Registrar's office by a referred CSBD participant/student.

- a. Course authorization shall only be transmitted via an original signed CSBD Training Voucher, or a Training Voucher transmitted electronically via DocuSign or similar verifiable signature software program delivered to Contractor in accordance with a process agreed to by the parties. Contractor shall not accept Training Vouchers via verbal approval such oral vouchers will not be honored by CSBD. CSBD will not reimburse Contractor for courses not on the official CSBD signed Training Voucher.
- b. Contractor agrees not to enroll a referred participant into courses not listed on the Training Voucher. CSBD will not be responsible for reimbursement of the tuition or associated fees for unauthorized courses. Contractor shall not require any participant/student to sign a tuition Contract between the student and Contractor for unauthorized courses.
- c. Training shall be in the occupational area identified on the Training Voucher with the specified weeks of instruction, and/or hours per course as outlined in Contractor's current academic year Course Catalogs and approved for the student at the time of their enrollment.

7. Participant Training Vouchers and Individual Training Accounts

- a. An individual training account (ITA) refers to the scholarship amount available to pay for a participant / student's tuition or course(s).
- b. Training Voucher refers to the instrument used by CSBD to identify the courses of study and the amount of ITA funds allocated to an individual participant for the courses and time frames described on the voucher.
 - i. Vouchers may be issued for less than the full amount of tuition or the cost of the course of study.
 - ii. Vouchers may be issued each semester if Contractor offers training on a semester basis or in increments applicable to the schedule of courses offered by Contractor.
 - iii. Participant/Students are issued a Training Voucher each semester or at the completion of a course of training prior to registration for the new semester or course. In order to receive a new Voucher CSBD must receive a copy of the participant/student's transcript or an acceptable form of progress report. Contractor or CSBD may obtain a FERPA to be able to share student information.
 - iv. Each Training Voucher will list the course selections and other items allowable for that participant/student.
- c. Neither Contractor nor referred participant/students shall have any property rights which attach to an ITA.
- d. The parties agree that Training vouchers are not transferable, cannot be sold and have no intrinsic value.
- e. From time-to-time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from CSBD. If a transfer is authorized by Contractor prior to receiving written approval

from CSBD, CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.

- f. Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old as they will be considered expired and CSBD shall not be obligated to reimburse for those Training Vouchers.
8. Contractor agrees to provide CSBD with the grade level at which the course material and textbooks for the individual courses of study are normed so that CSBD can properly determine a participant's qualifications to be successful in the course of study offered by Contractor.
 9. Participant/students literacy and numeracy skills may be assessed by CSBD and a prospective participant/student who is not within one grade level of the course materials may be determined as ineligible for the course of training to be provided by Contractor.
 10. Combining Pell Grants and Other Financial Aid with CSBD Financial Assistance
 - a. Contractor's Financial Aid Office shall assist CSBD participant/students in determining their eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance or other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
 - b. CSBD will obtain a FERPA release from its participant/students so that Contractor can share PELL award information.
 - c. CSBD will issue an initial training voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to CSBD by Contractor.
 - d. Contractor agrees that they will not collect more than the advertised tuition for each participant/student enrolled. Contractor shall follow federal rules applicable to a determination of the order in which federal financial assistance shall be applied. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the Participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of Workforce Innovation and Opportunity Act of 2014 funds.
 - e. Contractor agrees to immediately inform CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility
 - f. Contractor will not defer or delay payments of PELL or other financial assistance to students.

11. PERFORMANCE

- a. The approval of Training Vouchers for a course of study is subject to performance by Contractor. Following CSBD governing boards' approval to add a course of study to the ITA list, Contractor shall be limited to ten (10) CSBD student/participants for each course of study from the date that the contract is signed until such time as the seventy percent (70%) training-related placement rate can be documented, through Florida Education and Training Placement Information Program (FETPIP).

- b. A minimum of seventy percent (70%) of the students enrolled who complete training must be placed in a training related jobs within ninety (90) days or such other period as may be determined by the CSBD governing boards following their completion of training. Training related shall be determined in accordance with the State of Florida definition.
- c. Failure to meet performance shall result in the suspension or termination of referrals and award of an ITA for of the course of training or program. Referrals shall continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time Contractor may reapply for approval of the course or study of program.

B. COMPENSATION

1. Tuition or course fees shall be based on the tuition or course fee advertised to the general public.
2. The CSBD Training Voucher may cover enrollment, tuition, book and lab fees, registration and such other fees, as applicable, minus any scholarships or other financial aid the participant/student receives.
3. CSBD cannot reimburse tuition or course fees in excess of the CSBCF ITA cap or the actual cost of tuition or the course of training whichever is less
4. Contractor agrees to accept the CSBD Training Voucher for purposes of allowing participant/students to register and enroll in lieu of a cash, electronic payment or check prior to the start of classes. Contractor shall submit invoices to CSBD for each Training Voucher submitted and accepted by Contractor.
5. Contractor shall date stamp Training Vouchers when they are received. In order to be paid, Contractor shall submit an invoice to CSBD within forty-five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, including change fees, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty-five (45) days of receipt of the Training Voucher shall be voided and CSBD will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for CSBD to reimburse for the Training Voucher.
6. Tuition and fees billed to CSBD must be calculated minus any scholarships or other financial aid available and awarded to the participants/student.
7. Upon final payment to Contractor of amounts due at the end of each program year under this Contract, less any credits, refunds, or rebates due to CSBD, Contractor hereby releases and discharges CSBD from any financial claims arising from this Contract for that program year. To be entitled to payment, invoices must be received from Contractor within forty-five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited and CSBD will not honor any requests submitted after the aforesaid time period.
8. Contractor's prices may change from the time of their approval for inclusion on the ITA List. Course tuition charges set by the Florida Legislature and signed into law shall be

effective in accordance with the timeframes set by the statute and upon approval of the Contractor Board of Trustees. Contractor agrees to maintain the price proposed for certificate courses at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. Adjustments to tuition or price schedules for private proprietary institutions must be submitted in May of each year to be effective July 1 through June 30 of the following program year period. Reimbursements for tuition and fee schedule adjustments will be limited to the cap set for ITA scholarships by the CSBD governing boards.

9. Public institutions shall be reimbursed on a semester basis and in accordance with their change/drop schedules.

10. Private not-for-profit or private for-profit institutions, shall be reimbursed monthly by dividing the tuition or costs / total # months needed to obtain the credential or certificate up to the amount of the ITA awarded the participant. CSBD shall not be responsible for reimbursement of tuition for any month in which participant(s) is not in attendance for a minimum of ten (10) class days.
 - a. For withdrawals after the first ten (10) class days of the month, CSBD shall be responsible for the monthly payment through that month only; after which, CSBD shall not be responsible for any unpaid portion of the tuition applicable to the individual who has dropped out or withdrawn.
 - b. Contractor shall return all refunds or credits to CSBD within forty-five (45) business days of receipt or credit respectively, with sufficient information to identify the cause of that refund or credit.
 - c. Contractor agrees to provide CSBD with student attendance data with each invoice submitted for payment

C. THE CONTRACT DOCUMENTS

1. The following documents are incorporated by reference into this Contract as if fully set forth herein:
 - a. Contractor's approved application to CSBD to be included on the ETPL and each course/program application approved by the NCFWDB.
 - b. The Contractor Catalog which is on file with Contractor and a copy of which has been provided to CSBD or which is posted on Contractor's website at the time approval of Contractor's courses/programs by the NCFWDB.
 - c. The original signed Training Voucher(s).
 - d. CareerSource Florida Administrative Policy 90

https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9
 - e. Certification regarding Debarment and Suspension.

- f. Drug Free Workplace Form.
 - g. Lobbying Certification.
 - h. Assurances and Certifications.
 - i. The State of Florida Data Sharing Contract (Non-Disclosure and Confidentiality Contract
 - j. Certification Regarding Environmental Tobacco Smoke
 - k. A Copy of the licenses/approvals from the Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the CSBD governing Boards designated as necessary to meet licensing and accreditation criteria in order for Contractor to be included on the CSBD ETPL.
 - l. Accreditation Information.
2. Any conflicts between the contract documents shall be resolved in this order:
- a. The Contract Provisions.
 - b. The Training Voucher.
 - c. The Contractor Catalog submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.
3. This Contract shall not be considered fully executed and participants shall not be referred until all the documents necessary to complete the Contract file are provided, including but not limited to resolutions, if required, identifying the signor, or completed Execution pages with the proper signors, the correct legal name of the entity, and signed attachments as applicable.

D. TERMINATION, SUSPENSION AND FAILURE TO PERFORM

1. Either party may terminate this Contract for convenience upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Contract or such shorter period as may be mutually agreed to by the parties. In such event, Contractor shall be entitled to receive payments for tuition or fees in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. CSBD shall not be liable for any tuition, fees, or costs after the effective date of termination.
2. CSBD may immediately terminate this Contract in the event of the de-obligation or cancellation of the grants providing the funding to support the activities under this Contract.
3. CSBD may terminate this Contract or remove a course of study from the list of approved courses for the award of an ITA, as applicable, at any time that the CSBD Chief Executive Officer determines that any of the following has occurred:

- a. Contractor has failed to provide the program of study approved for funding by the CSBD governing boards.
- b. Contractor has failed to comply with PELL requirements as described in this Contract or Contractor loses its eligibility to receive PELL grants for its students or for a program of study approved for training by the NCFWDB.
- c. Contractor changes the licensed location of its school as authorized by the Florida Department of Education.
- d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education.
- e. Contractor is charging CSBD participant/students a tuition of fee different from that offered to the general public for the same course of study.
- f. Contractor's status as an ETP has been suspended or terminated by the Florida Department of Economic Opportunity or the REACH Office.
- g. Contractor has reported inaccurate performance or demographic information to the state.
- h. Contractor has violated CareerSource Florida Policy 90 which may be accessed at:

https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9

or as may be amended by REACH Office.
- i. Engaged in fraud, criminal acts, incapacity, unfitness, neglect, incompetence, irresponsibility, offered unlawful remuneration to attract participants, misfeasance, malfeasance, nonfeasance or lack of performance.
- j. Contractor has failed to take corrective action:
 - i. Regarding a student Complaint. In the event of a student/participant complaint if it relates to Contractor, Contractor shall address the complaint in accordance with its internal processes.
 - ii. Regarding a monitoring or audit finding related to fiscal issues and after notification contractor has not complied with an agreed to corrective action plan.
- k. Contractor's school and/or course of study have had its accreditation suspended or lost its accreditation.
- l. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ETPL.
- m. Contractor has not met the required performance as described herein.

- n. There have been no enrollments into Contractor's courses of study for any twelve (12) month period.
 - o. Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.
4. Termination for any of the reasons cited in paragraph 3 immediately above may result in suspension of the course or Contractor from being included on the EPTL for a period of two (2) years after which Contractor may reapply for initial eligibility in accordance with 20 CFR 680.450 - 460.
5. If Contractor's eligibility to serve as an ETP is terminated or referrals to a course of study or program is suspended or terminated, CSBD shall not be obligated to reimburse Contractor for Training Vouchers issued following notice of termination of eligibility or suspension as applicable.
6. Suspension.
- a. CSBD may suspend this Contract or referrals into a course of study/program for any of the reasons listed in paragraph 3 above.
 - b. CSBD may suspend referrals to a course of study if Contractor delays the start date of training by more than five (5) business days.
 - c. CSBD may suspend referrals to a course of study if it is not offered to the general public.
 - d. CSBD may suspend referrals to a course of study if the training program is for an occupation no longer considered to be in demand because it ceases to be on the State of Florida Targeted Occupations in Demand List for the local Region,
 - e. CSBD may suspend referrals to a program if the program of study is materially changed from the description provided in Contractor's application because additional hours have been added or there is an increase in tuition.
 - f. CSBD may suspend referrals to a program if CSBD deems the course of study or school to be detrimental to its participant/students.
7. Notices of termination or suspension shall be in writing in accordance with the Notice section under this Contract.

E. GENERAL REQUIREMENTS

1. Reports

- a. Contractor agrees to file course completion and placement information for CSBD students with the Florida Education and Training Placement Information Program (FETPIP) Office of the State of Florida and to provide CSBD with copies of the FETPIP report annually or upon request.

- b. Contractor shall provide CSBD with tuition or program cost information provided to the general public.
- c. Contractor agrees to provide CSBD with such additional information as may be required by the State of Florida including but not limited to
 - i The names of the program participants who are in unsubsidized employment during the second quarter after exit from the program.
 - ii The names of the program participants who are in unsubsidized employment during the fourth quarter after exit from the program
 - iii The hourly wage of each of the program participants who are in unsubsidized employment during the second quarter after completing their course of study and exiting from the program;
 - iv Evidence of participant/students' progress in their course of study in order for the participant/student to be issued a Training Voucher or for purposes of reporting performance to the State of Florida in accordance with a schedule to be provided by CSBD
- d. Contractor shall immediately notify CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.

2. Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training

- a. Contractor shall notify CSBD within five (5) business days of a participant's formal withdrawal, or absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
- b. Contractor agrees to notify CSBD when a participant successfully completes the training program into which they are enrolled and shall provide a copy or evidence of a participant/student's license, certificate, credential, diploma or degree, when obtained by CSBD participants, even if the participant/student has an outstanding balance with the Contractor. CSBD shall provide a FERPA or applicable release to be able to receive the information if required.

3. Maintenance of Records, Access and Monitoring

- a. Contractor shall keep copies of all records, accounts, and documents pertaining to this Contract or any Amendment hereto, including student information, for five (5) years following the expiration of this Contract.
- b. In the event of an audit or monitoring finding, claim, litigation, or other action involving this Contract or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- c. Contractor agrees to allow authorized representatives of CSBD, the Florida Department of Economic Opportunity, the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor, (US DOL), or Health and Human Services (HHS) to monitor classes in which

participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and review payments made under this Contract. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws").

- d. Contractor agrees to accept the properly executed FERPA form which designates with specificity the information the student wants disclosed to CSBD signed by students whose tuition is in whole or in part paid for by CSBD.

4. Notice

- a. All notices or communications required to be given by this Contract from one party to the other must be (i) given in writing, or transmitted by facsimile, and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, to the mailing address of each party as follows:

FOR CSBD:

To: CSBD President/CEO
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309
Fax: (954) 337-3255

FOR CONTRACTOR:

To: HCI President/CEO
1201 W. Cypress Creek Road, 101
Fort Lauderdale, FL 33309
Fax: (754) 701-7318

- b. Notices shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed, provided that the sender has received a confirmation of such fax. A party may, for purposes of this Contract, change his, her or its address, fax number, or the person to whom a notice should be transmitted, by giving notice of such change to the other party pursuant to the above.

5. Force Majeure

- a. "Force Majeure" shall mean an event beyond the control of Contractor or CSBD, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
 - i An act of God, such as, but not limited to, hurricanes, earthquakes, drought, tidal waves and floods;
 - ii Explosions and fire;
 - iii War, hostilities, whether war be declared or not, invasion, act of foreign enemies, mobilization, requisition, or embargo;

- iv Strike, go slows, lock outs or disorder; and
 - v acts or threats of terrorism.
 - vi In the event of a Force Majeure
- b. Neither the Contractor nor CSBD shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the Effective Date.
 - c. The "Affected Party," prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
 - d. If Contractor is unable to hold classes or to register and enroll students, CSBD may direct to students to other schools or may advise them to wait until Contractor is operational depending upon what will best suit the needs of the student/participant.
 - e. If participants have already submitted their Training Vouchers but have not yet attended class or are within the drop/add period Contractor shall return the fees and/or tuition paid within thirty (30) days of receipt of payment.
 - f. If participants have attended class and are beyond the drop/add period Contractor and CSBD shall meet to determine the best course of action for the participant/students. This may include a pro rata partial refund of payments made on behalf of the participant/students.

6. Compliance with Applicable Laws and Regulations

- a. Contractor agrees to adhere to Workforce Innovation and Opportunity Act of 2014 P.L.113 -128 as it may be amended.
- b. Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-Contracts.
- c. Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD.
- d. When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as described in Attachment 3. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required; it may be obtained from CSBD. All disclosure forms required by the Certification Regarding Lobbying form must be completed and returned to CSBD.
- e. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, Contractor certifies it is not presently nor previously within a three (3) year period preceding the effective date

of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor will provide assurances of compliance as certified in the Contract Attachment titled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.

- f. When applicable, the Contractor shall disclose all related party transactions.
- g. Contractor shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Contractor pertaining to any program funded by this agreement or amendment hereto, available to CSBD, the Comptroller, General of the United States, the federal government and / or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews, investigation, survey or examination, even though, the Contractor may at the time of the request no longer be operating programs for CSBD or be a Contractor of CSBD.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-202-3830, PUBLICRECORDS@CAREERSOURCEBROWARD.COM, 2890 W. CYPRESS CREEK ROAD, FORT LAUDERDALE, FL 33309.

- h. To the extent applicable Contractor shall comply with 2 CFR§ 200.216 Prohibition on Certain Telecommunications and video surveillance services or equipment.
- i. To the extent applicable Contractor shall comply with 2 CFR§ 200.300 Statutory and National Policy requirements.
- j. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.322 Domestic preferences for procurement.
- k. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.323 Procurement of recovered materials.

7. Indemnification

- a. If Contractor is a state agency, as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, or any part thereof. The provisions of this section shall survive the expiration or

earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

- b. Contractors who are not public agencies agree they shall at all times hereafter indemnify, hold harmless and, at CSBD's option, defend or pay for an attorney selected by the CSBD General Counsel to defend CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, 1) related to, arising from, or as a result of this Contract; or 2) caused by a negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from or related this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to special fees, markups or interest payments on the part of CSBD

8. Governing Law and Venue

- a. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal issues arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts in Broward County, Florida the venue situs.
- b. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.
- c. Contractor Obligation to Adhere to Public Entity Crimes Policy. Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD competitive procurement activities

Contractor represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity

crime) and that it has not been formally charged with committing an act defined as a (public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

- d. Compliance with E-Verify. Contractor agrees to comply with Florida Statutes 448.095 and shall:
 - i Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,
 - ii Not employ, contract with, or subcontract with an unauthorized alien
 - iii Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.
- e. Compliance with Equal Employment and Discrimination Laws. Contractor agrees to adhere to the following equal employment laws as applicable to Contractor:
 - i Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
 - ii The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
 - iii Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended
 - iv Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended,
 - v Applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)
 - vi WIOA Non-Discrimination Requirements 29 CFR part 37 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.

9. Amendments

- a. This constitutes the entire Contract between the parties. Any modification or addition hereto shall not become binding on either party until accepted by both parties, reduced to writing and attached hereto as an Amendment to this Contract.
- b. The parties further agree that this Contract may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.

10. Assignment. Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Contract without prior written approval of CSBD.

11. Prior Contracts. This document incorporates and includes, all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, Contracts, understandings concerning the subject matter of this Contract, that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall

be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and CSBD.

12. Independent Contractor. The parties understand and agree that they are independent contractors and no provisions of this Contract shall be construed as creating an agency or employment relationship between the parties and their employees, agents, subcontractors or assigns.

13. Headings. The headings of the sections of this Contract are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

14. Term

a. This Contract shall begin on the date it is executed by all the parties and shall terminate on June 30, 2026 unless:

- i. Contractor's status as an initial ETP is terminated in the year following their approval as an ETP in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity; or
- ii. Contractor's status for subsequent eligibility as an ETP is terminated or expires in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity;
- iii. Contractor fails to reapply for subsequent ETP status three (3) months prior to June 30, of the program year in which their eligibility status must be redetermined, in which case there will be no referrals to Contractor until their "continuing eligibility" as an ETP has been approved by the Florida Department of Economic Opportunity or REACH Office.

b. CSBD reserves the right to continue participants referred by CSBD to Contractor until their training is complete or to transfer the participants and be relieved of its obligation to Contractor for payments beyond the termination date if this Contract is terminated because: Contractor has lost their eligibility status as an ETP for any reason.

15. Execution

This Contract and any attachment, exhibit or amendment, ("the Documents") related to this Agreement required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. The Parties agree that any Electronic Signature shall be valid and binding on each of the Parties to the same extent as a manual, original signature, and enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any of the Documents may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Document.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: HCI COLLEGE LLC signing by and through its (Title of Signatory) President / CEO on the 21 day of March, 2024 and CareerSource Broward signing by and through its President/CEO, following Board Action on the 22nd day of February, 2024.

AS TO HCI COLLEGE LLC:

ATTEST Romy Armstrong L.S.
Clive Thompson L.S.

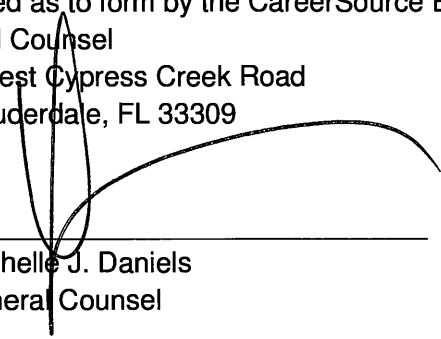
BY: Pedro C. De Guzman
(Signature)
Print Name: Pedro C. De Guzman
TITLE: President/ CEO
DATE: 03/21/2024

AS TO CAREERSOURCE BROWARD:

ATTEST Michelle Williams L.S.
Moya Brathwaite L.S.

BY: Carol Hylton
(Signature)
Print Name: Carol Hylton
TITLE: President/CEO
DATE: 03/21/2024

Approved as to form by the CareerSource Broward
General Counsel
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309

BY: 
Rochelle J. Daniels
General Counsel

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Pedro C. De Guzman

03/21/2024

Signature

Date

Pedro C. De Guzman

President / CEO

Print Name and Title of Authorized Representative

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employee's assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
 - 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Pedro C. De Guzman

03/21/2024

Signature

Date

Pedro C. De Guzman

Print Name

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan
e. loan guarantee f. loan insurance

2. Status of Federal Action:
a. bid/offer/application
b. initial award
c. post-award

3. Report Type: _____
a. initial filing
b. material change
For Material Change Only
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity: _____
Prime _____

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and
Sub-awardee Tier _____ if known:
Address of Prime:

Congressional District, if known: _____ Congressional District, if known: _____

6. Federal Department/ Agency: _____ 7. Federal Program Name/Description: _____

CFDA Number, if applicable: _____

8. Federal Action Number, if known: _____ 9. Award Amount, if known: _____

10. a. Name and Address of Lobbying Entity

b. Individuals Performing Services (including address if different from No. 10a.)
(If individual, last name, first name, MI)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s)
SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that
apply):

_____ actual _____ planned _____

12. Form of Payment (check all that apply):

a. cash

b. In-kind, specify: nature _____
value _____

a. retainer

b. one-time fee

c. commission

d. contingent fee

e. deferred

f. other, specify:

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.

² (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.³

Signature Pedro C. De Guzman
Print Name Pedro C. De Guzman
Title President / CEO
Telephone Number 352-978-6876
Date 03/21/2024

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the Congress, an Officer of 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.
- (3) 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 agreements) and that subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

HCI College LLC	Eligible Training Provider
Grantee/Contractor/Organization	Program/Title
Pedro C. De Guzman	03/21/2024
Name of Certifying Official	Date
Pedro C. De Guzman	<i>Pedro C. De Guzman</i>
Print Name and Sign	

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified

by identified by the DOL as of September 30, 2020 at:
<https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>.

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do no come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any

institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

I. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (vwww.fvvs.Rov/offices!).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities: and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in

identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either

A. Associated with performance under this award; or

B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension

b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminate if Contractor

1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or
2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either

- i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S C 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
- 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7

cc. Copeland 'Anti-Kickback" ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. 1352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) 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; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

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

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource Broward and Contractor.

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of the Department for Economic Opportunity (hereinafter, DEO) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Investment Act (WIA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Contractor, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Contractor is aware that there is a DEO Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.

C. Contractor, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Contractor must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Contractor's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Agreement to CareerSource Broward.

D. Contractor shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Contractor will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Contractor will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit D. These forms shall be submitted to CareerSource Broward. Contractor shall be responsible for ensuring that CareerSource Broward is notified when

employees are terminated or are no longer in need of system access so that CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

F. Contractor agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Contractor, subcontractors and their employees may obtain access to information that is otherwise confidential; however, that access does not alter the confidential nature of the information. It is incumbent upon Contractor, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the DEO Intranet.

V. Indemnity:

Contractor is an independent contractor and shall carry out, exercise and execute its duties under this Agreement as an independent contractor. In discharging said duties and responsibilities, Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. Contractor agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

This Agreement may be terminated upon failure of either party to abide by the terms of the Agreement or for the convenience of the parties, within thirty (30) days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of Agreement:

This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Contractor

Name of Contractor:
HCI COLLEGE LLC

Name of President or Chief Officer: Pedro C. De Guzman

(Signature) Pedro C. De Guzman

(Title) President or Chief Officer

(Date) 03/21/2024

ACCEPTED BY CareerSource Broward:

Name of President/CEO: CAROL HYLTON

(Signature) Carol Hylton

(Title) President/CEO

(Date) 03/21/2024

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

Pedro C. De Guzman

03/21/2024

Signature and Date

Pedro C. De Guzman

Printed Name

President / CEO

Title

HCI COLLEGE LLC

Organization

SIGNATURE CERTIFICATE



REFERENCE NUMBER
B66A2CC2-FF12-4FDF-AA74-FE0BC4D09381

TRANSACTION DETAILS **DOCUMENT DETAILS**

Reference Number
B66A2CC2-FF12-4FDF-AA74-FE0BC4D09381

Transaction Type
Signature Request

Sent At
03/13/2024 16:57 EDT

Executed At
03/21/2024 14:49 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
d4c83625346266ffa67fd58f8f03736fd129ead33247e7b3b9fa9ac4d8e7b7b3

Signer Sequencing
Enabled

Document Passcode
Disabled

Document Name
HCI College-Eligible Training Provider Contract No 2024-2027-ETP-11013

Filename
HCI_College-Eligible_Training_Provider_Contract_No_2024-2027-ETP-11013.pdf

Pages
38 pages

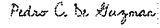
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application/pdf

File Size
232 KB

Original Checksum
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Clive Thompson</p> <p>Email clivethompson@hci.edu</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 3e25350a32058c1661718920126105c755ae359056c55b94e74b595a8136037</p> <p>IP Address 50.231.142.130</p> <p>Device Microsoft Edge via Windows</p> <p>Typed Signature <i>Clive Thompson</i></p> <p>Signature Reference ID 3613BE5F</p>	<p>Viewed At 03/21/2024 14:48 EDT</p> <p>Identity Authenticated At 03/21/2024 14:49 EDT</p> <p>Signed At 03/21/2024 14:49 EDT</p>
<p>Name Siriuma Armstrong</p> <p>Email siriumatiebklang@hci.edu</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 7e0e0b0ab8efa841c46a99ad10e5dc573e35d7a09d1f08413a5a526ad05d4c20</p> <p>IP Address 50.231.142.130</p> <p>Device Microsoft Edge via Windows</p> <p>Typed Signature <i>Siriuma Armstrong</i></p> <p>Signature Reference ID 3B4398A8</p>	<p>Viewed At 03/21/2024 14:17 EDT</p> <p>Identity Authenticated At 03/21/2024 14:30 EDT</p> <p>Signed At 03/21/2024 14:30 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
Name Pedro C DeGuzman	Status signed	Viewed At 03/21/2024 13:46 EDT
Email pdeguzman@hci.edu	Multi-factor Digital Fingerprint Checksum 6d1219bd5e839b87caaa24bd061b4dc9ddef7e8718d0399fae438ebfcc88304c	Identity Authenticated At 03/21/2024 13:53 EDT
Signer Sequence 0	IP Address 50.239.73.18	Signed At 03/21/2024 13:55 EDT
Components 30	Device Microsoft Edge via Windows	
	Typed Signature 	
	Signature Reference ID 808478FA	

AUDITS

TIMESTAMP	AUDIT
03/13/2024 16:57 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'HCI_College-Eligible_Training_Provider_Contract_No_2024-2027-ETP-11013.pdf' on Chrome via Windows from 67.23.70.69.
03/13/2024 16:57 EDT	Pedro C DeGuzman (pdeguzman@hci.edu) was emailed a link to sign.
03/20/2024 09:36 EDT	Pedro C DeGuzman (pdeguzman@hci.edu) viewed the document on Microsoft Edge via Windows from 164.68.138.251.
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03/21/2024 13:55 EDT	Pedro C DeGuzman (pdeguzman@hci.edu) signed the document on Microsoft Edge via Windows from 50.239.73.18.
03/21/2024 13:55 EDT	Siriuma Armstrong (siriumatiebklang@hci.edu) was emailed a link to sign.
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03/21/2024 14:31 EDT	Clive Thompson (clivethompson@hci.edu) was emailed a link to sign.
03/21/2024 14:48 EDT	Clive Thompson (clivethompson@hci.edu) viewed the document on Microsoft Edge via Windows from 50.231.142.130.
03/21/2024 14:49 EDT	Clive Thompson (clivethompson@hci.edu) authenticated via email on Microsoft Edge via Windows from 50.231.142.130.
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SIGNATURE CERTIFICATE



REFERENCE NUMBER

06394B66-FEB7-4D4C-8987-D54E1243098D

TRANSACTION DETAILS

Reference Number
06394B66-FEB7-4D4C-8987-D54E1243098D

Transaction Type
Signature Request

Sent At
03/21/2024 15:23 EDT

Executed At
03/21/2024 16:24 EDT

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Signed Checksum
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Signer Sequencing
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Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
PE-HCI College-Eligible Training Provider Contract No 2024-2027-ETP-11013-signed-certificate

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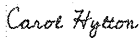
Content Type
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File Size
411 KB

Original Checksum
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Moya Brathwaite</p> <p>Email mbrathwaite@careersourcebroward.com</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum d720869089110c21b75ef39cc2eedbd501fd3a18404d14e03c69dd18f4fbc6eb</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Moya Brathwaite</i></p> <p>Signature Reference ID BC0F60A6</p>	<p>Viewed At 03/21/2024 16:24 EDT</p> <p>Identity Authenticated At 03/21/2024 16:24 EDT</p> <p>Signed At 03/21/2024 16:24 EDT</p>
<p>Name Michell Williams</p> <p>Email mwilliams@careersourcebroward.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 5ca7eb96b245689d3dfa437a97ba13b00531c8cf0f3d87e4b13f5c29564ea41a</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Michell Williams</i></p> <p>Signature Reference ID 9DECA6AC</p>	<p>Viewed At 03/21/2024 15:53 EDT</p> <p>Identity Authenticated At 03/21/2024 15:54 EDT</p> <p>Signed At 03/21/2024 15:54 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
Name Carol Hylton	Status signed	Viewed At 03/21/2024 15:47 EDT
Email chylton@careersourcebroward.com	Multi-factor Digital Fingerprint Checksum 241fec32e8ae1f455a291ed6637839532034c27306807fecda472c9aa21344b	Identity Authenticated At 03/21/2024 15:47 EDT
Signer Sequence 0	IP Address 174.218.228.217	Signed At 03/21/2024 15:47 EDT
Components 4	Device Mobile Safari via iOS	
	Typed Signature 	
	Signature Reference ID 0EB6E055	

AUDITS

TIMESTAMP	AUDIT
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ELIGIBLE TRAINING PROVIDER CONTRACT

CONTRACT NO. 2022-2025-ETP-11011

BETWEEN

CAREERSOURCE BROWARD

AND

HOLLYWOOD CAREER INSTITUTE, LLC

Contractor/Vendor

The contract complies with the provision of the Stevens Amendment as specified in P.L. 115-31, Division H, Title V, Section 505; P.L. 103-333 §508”

- (1) CSBD funds up to \$12,500 of a participant’s tuition with federal WIOA or TANF funds.
- (2) The percentage depends upon the advertised price of the course of study.
- (3) The total dollar amount spend it determined by the number of enrollments which is guided by participant choice.
- (4) CSBD can provide the percentage and total at the end of the program year upon request.

CONTRACT NO. 2022-2025-ETP-11011

This Contract entered into on this 30th day of November, 2022 by and between CareerSource Broward, hereinafter referred to as CSBD, having its principal office at 2890 W. Cypress Creek Blvd, Ft. Lauderdale, FL 33309 and HOLLYWOOD CAREER INSTITUTE, LLC, a private for-profit proprietary institution, hereinafter referred to as Contractor, having its principal office at 1617 S. 21 Avenue, Suite 21, Hollywood, FL 33020.

In consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

ARTICLE I

ORGANIZATIONAL STATUS AND INFORMATION

1.1 Contractor Status

- 1.1.1 Contractor hereby certifies that it is an approved institution licensed by the Florida Department of Education to operate as a degree and/or certificate granting institution in accordance with the requirements set forth by the Florida State Statutes, to provide the course(s) of training described in its application to CSBD.
- 1.1.2 This Contract facilitates the delivery of occupational skills training on an individual basis to students referred by CSBD to Contractor. Contractor warrants that the courses which a participant needs to complete training in the occupational area approved by CSBD are those courses found in the Contractor's Course Catalog and are in accordance with the State Board of Education or Florida Department of Education guidelines governing curriculum and course availability.
- 1.1.3 Contractor shall identify a Contract Liaison within five (5) days of the execution of this Contract and shall notify CSBD in accordance with the Notice section under this Contract whenever there is a change to that individual.
- 1.1.4 Contractor is entering into this contract with the agreement and understanding that their ability to serve as an "Eligible Training Provider" (ETP) and receive referrals into the programs approved for training by CSBD is subject to the requirements applicable to an ETP under the Workforce Innovation and Opportunity Act of 2014, P.L. 113 – 128 and guidance provided by the State of Florida Department of Economic Opportunity which can be found at:

https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9.

1.2 Change in Status

- 1.2.1 Contractor certifies that its legal name is as it appears in the introductory paragraph of this Contract and that any name change will be reported to CSBD within thirty (30) days of such action. In such cases an Amendment shall be executed by both parties. Should Contractor fail to notify CSBD of a name change, CSBD will immediately suspend referrals until such time as notice is received.
- 1.2.2 Approval of Contractor's program/course of training is granted by location. Contractor may not register or enroll CSBD participants into classes occurring at campuses not contained and approved in the application submitted to CSBD.
- 1.2.3 Contractor shall immediately inform CSBD of changes in location, accreditation status, licensure, certification, and certificate or issuing capacity.
- 1.2.4 Contractor shall immediately inform CSBD of changes to its degree requirements affecting courses of study on the CSBD Individual Training Account (ITA) list.

ARTICLE II

SCOPE OF SERVICES

2.1 TRAINING TO BE PROVIDED

- 2.1.1 Contractor agrees to provide training at its accredited and/or licensed facility, on-line or at an externship or clinical site based upon the approval granted by the CSBD governing boards at the time of submission of its application for the courses of study proposed to be placed on the Eligible Training Providers List, or ITA list as it is commonly known.
- 2.1.2 The programs of study into which CSBD students may be enrolled are limited to programs of study on the list of high demand occupations contained in the State of Florida's Regional Targeted Occupations List (TOL) for Broward County, which school is also on the list of approved schools and programs of study approved by the State of Florida and called the Eligible Training Providers List (ETPL), whose courses are approved by CSBD governing boards.

- 2.1.3 Contractor agrees to provide only the training specified in the Training Voucher presented to the campus Cashier's office for payment by CSBD participants.
- a. Course authorization shall only be transmitted via a CSBD Training Voucher. No oral approval of courses shall be honored for tuition reimbursement requests.
 - b. Should Contractor enroll students into courses not listed on the Training Voucher, the parties agree that CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.
- 2.1.4 Contractor agrees that this Contract does not obligate CSBD to refer students.
- 2.1.5 Contractor may refer prospective applicants to CSBD for program eligibility determination so that they may receive financial assistance for a program of study. Contractor agrees that this Contract does not obligate CSBD to refer students back to Contractor and that CSBD will determine whether the student has the qualifications and desire to attend Contractor's school.
- 2.1.6 Training shall be in the occupational area identified on the Training Voucher with the specified weeks of instruction, and/or hours per course as outlined on the applicable program sheets of the Contractor's current academic year Course Catalogs and approved for the student at the time of their enrollment as described on the CSBD ITA List.
- 2.1.7 Participant Training Vouchers, Referrals and Assessment
- a. An individual training account (ITA) refers to an amount as determined by the CSBD governing boards, which is available to pay for training for an eligible individual registered and enrolled in a CSBD funded program.
 - b. A training voucher indicates the amount of ITA funds allocated to an individual participant for the courses and time frames described on the voucher.
 - c. Neither Contractor nor enrolled eligible individuals have any property rights which attach to individual training accounts and may not access more than the amount necessary to pay for their tuition for the approved course into which they are enrolled or the limit set on the amount of the ITA by the CSBD governing board, whichever amount is lower.
 - d. The parties agree that the CSBD Training vouchers are not transferable and have no intrinsic value.

- e. To assure that CSBD participants are capable of attainment of the skills to be learned through Contractor's course of training, Contractor shall provide CSBD with the grade level at which textbooks for the individual courses of study are normed at the time of submission of their application for each individual course of study requested to be added to the ITA List.
 - f. Regardless of CSBD's participant/applicant scores on Contractor's entrance exams CSBD reserves to itself the right to assess participant/applicants as required by the state using nationally recognized assessment instruments such as the TABE test to determine whether the participant/applicant has the literacy and numeracy skills to be successful.
 - g. Participant/applicant TABE assessment scores which indicates that a prospective student/applicant is not on grade level with respect to the text book grade level provided to CSBD for the course to which the participant has applied, will result in the participant being counseled and denied approval for the individual training account needed for the student/applicant to attend the course of study at Contractor's school.
- 2.1.8 The approval of Training Vouchers for new students for a program of study is subject to performance by Contractor. Following CSBD governing boards' approval to add a program of study to the ITA list, Contractor shall be limited to ten (10) CSBD student/participants for each program of study from the date that the contract is signed, until such time as the seventy percent (70%) training-related placement rate can be documented through the State of Florida's management information system and/or Florida Education and Training Placement Information Program (FETPIP), as applicable, and as described in Article 6.1.1 below.
- 2.1.9 From time to time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from the CSBD Special Projects Program Manager. If a transfer is authorized by Contractor prior to receiving written approval from CSBD, CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.
- 2.1.10 Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old, as they will be considered expired and CSBD shall not be obligated to reimburse for those Training Vouchers.

2.2 Pell Grants And Other Financial Aid

- 2.2.1 Contractor agrees that its Financial Aid Office will assist CSBD participants in determining eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance and other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
- 2.2.2 CSBD shall obtain a signed release from each participant to whom a voucher is issued. The release shall be on a form supplied by Contractor or approved by Contractor and shall be drafted in accordance with FERPA requirements. CSBD or the student shall submit the releases to Contractor. Contractor agrees to provide CSBD with the amount of a participant's PELL grant award, or a copy of the participant's Student Aid Report or other document evidencing that the student has been awarded or denied a PELL grant or other financial aid and the manner in which the PELL grant or other financial aid will be disbursed, within thirty (30) days of receipt by the Contractor of notification of the award. This can be transmitted by FAX, email, or through some other system agreed to by CSBD and Contractor.
- 2.2.3 CSBD will issue an initial Training Voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to CSBD by Contractor.
- 2.2.4 Contractor agrees that they will not collect tuition more than one time for each individual CSBD participant referred. Contractor may not seek or apply Workforce Innovation and Opportunity Act (WIOA) or Welfare Transition Program (WTP) funds and/or any other grant received by CSBD used to pay for participant training/tuition to the total tuition costs for the same participant. Contractor may not combine PELL and WIOA or PELL and WTP funds if the combination of the payments will be in excess of the total tuition listed in the publicly advertised catalogue. Contractor agrees to accept the WIOA and/or WTP payment made by the CSBD as full payment for the tuition and shall not withhold any PELL or other grants in aid or scholarships or in any way hold the participant responsible for any unpaid tuition regardless of whether participant completes training or not except where the CSBD payment and the PELL, other grants in aid, or scholarships are less than the Contractor's tuition, in which case Contractor may also retain the PELL and other financial aid payments. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of WIOA/WTP funds.

- 2.2.5 Contractor agrees to immediately inform CSBD if its student federal loan default rate falls below the threshold which governs Contractor's PELL eligibility.
- 2.2.6 Contractor agrees to inform CSBD if the Contractor is placed on any Federal Title IV sanctions related to default rates.
- 2.2.7 Contractor will not defer or delay payments of PELL or other financial assistance to students.

ARTICLE III

COMPENSATION

3.1.1. Tuition, Fees, and Training Vouchers

- 3.1.1 Contractor shall be responsible for the day-to-day administration, coordination, and operation of its program including fiscal and administrative record keeping and documentation.
- 3.1.2 Contractor certifies that the tuition charged for CSBD participants is not more than that charged to the general public.
- 3.1.3 In addition to limiting tuition to the cost of the publically advertised price reimbursement of tuition shall be limited to the Training Voucher amount issued to the student.
- 3.1.4 Payments to Contractor shall be subject to the terms and conditions of this Contract.
- 3.1.5 The CSBD Training Voucher may cover enrollment, tuition, book and lab fees, registration and such other fees, as applicable, minus any scholarships or other financial aid per student, pursuant to the Training Voucher, which cannot exceed the amount of the Individual Training Account cap approved by the CSBD governing boards, regardless of whether this amount covers the total cost of participant's tuition, registration, testing, books, and lab fees. The amount of the individual training account cap is subject to change regardless of any formal notice to Contractor, as changes in the cap are determined by the CSBD governing boards at a public meeting.
- 3.1.6 CSBD shall not be obligated to pay in excess of the Individual Training Account amount approved for a participant.
- 3.1.7 Policies regarding payment for books, tools, related expenses, and lab fees shall be subject to the CSBD policies regarding their inclusion or non-

inclusion in the individual training account limitation and costs determined allowable for reimbursement per participant.

- 3.1.8 Contractor is responsible for verifying costs to be included in the Individual Training Account cap to be paid by CSBD for each individual enrolled prior to or simultaneous with a participant's enrollment. In the event the tuition and related expenses are less than the Individual Training Account cap set by the CSBD governing boards, CSBD shall only be obligated to pay the actual cost of the tuition and approved related expenses.
- 3.1.9 Contractor agrees to accept the CSBD Training Voucher to provide payment coverage and allow students to register and enroll a participant in lieu of cash or a check prior to the start of classes. Each Training Voucher will list the course selections and other items allowable for that participant. Contractor shall submit invoices to CSBD for each Training Voucher submitted and accepted by Contractor.
- 3.1.10 Entry into this Contract for purposes of payment is based on Contractor's annual advertised tuition or price as advertised to the general public. Reimbursement for CSBD participants' tuition may not exceed the advertised total tuition costs or price as contained in the catalogue published for the general public. Contractor may not charge CSBD for tuition and related fees in excess of those advertised to the general public, nor may contractor change the content or required books, supplies and lab fees for CSBD students in excess of what is advertised and charged to the general public.
- 3.1.11 Contractor prices may change from the time of their application and approval for inclusion on the ITA List. Contractor agrees to maintain the price proposed at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. Contractor may submit adjustments to their price schedule in May of each year to be effective July 1 through June 30 of the following program year. In no case does CSBD agree to pay in excess of the cap set for Individual Training Accounts/Vouchers by the CSBD governing boards. The CSBD Program Year begins on July 1 and ends on June 30 each year.
- 3.1.12 For private not-for-profit or private for-profit institutions, CSBD shall pay tuition on a monthly basis by dividing the amount of the tuition and other costs up to the Individual Training Account awarded the participant in accordance with the cap set by the CSBD governing boards into monthly installment payments. CSBD shall not be responsible for reimbursement of tuition for any month in which participant(s) is not in attendance for a minimum of ten (10) class days a month.

3.1.2. Withdrawal and Drop Fees

3.2.1 Contractor agrees that the payment of tuition and fees by CSBD for participants who withdraw or drop courses shall be governed as follows:

- a. For withdrawals within the first ten (10) class days of the month, CSBD shall not be responsible for the monthly tuition installment payment for that month or for any subsequent month for any unpaid portion of the tuition for which CSBD would otherwise be responsible as applicable to the individual who has dropped out or withdrawn.
- b. For withdrawals after the first ten (10) class days of the month, CSBD shall be responsible for the monthly payment through that month only; after which, CSBD shall not be responsible for any unpaid portion of the tuition applicable to the individual who has dropped out or withdrawn.
- c. Contractor agrees that participants referred by CSBD who subsequently withdraw, shall not be personally responsible for any unpaid tuition or fees.
- d. Contractor shall return all refunds or credits to CSBD within forty-five (45) business days of receipt or credit respectively, with sufficient information to identify the cause of that refund or credit.

3.1.3. Invoices

- 3.3.1 Contractor agrees to provide CSBD with student attendance data with each invoice submitted for payment.
- 3.3.2 Contractor shall date stamp Training Vouchers when they are received. In order to receive payment, Contractor shall submit an invoice to CSBD within forty five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty five (45) days of receipt of the Training Voucher shall be voided and CSBD will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for CSBD to reimburse for the Training Voucher.
- 3.3.3 In general, CSBD shall not be obligated beyond the maximum Individual Training Account/voucher cap set by the CSBD governing boards. Further, CSBD shall only be obligated for payments through withdrawal or completion of participant(s) whichever amount is less.
- 3.3.4 Tuition and fees billed to CSBD must be calculated minus any scholarships or other financial aid available and awarded to the participant.

3.3.5 Invoice Errors

Contractor shall be trained by CSBD regarding the correct way to submit invoices for the reimbursement of tuition. Submission of multiple invoices containing errors shall be reported to the CSBD governing boards and shall be considered a performance failure. Following the training, Contractor will receive a written warning from CSBD if Contractor submits invoices:

- a. Containing mathematical errors, or
- b. Which seek reimbursement for items not covered by the budget, or
- c. Which are late, or
- d. Which do not have the appropriate supporting documentation.

3.3.7 Upon final payment to Contractor of amounts due at the end of each program year under this Contract, less any credits, refunds, or rebates due to CSBD, Contractor hereby releases and discharges CSBD from any financial claims arising from this Contract for that program year. To be entitled to payment, invoices must be received from Contractor within forty five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited and CSBD will not honor any requests submitted after the aforesaid time period.

3.4 Reimbursement of Tuition for Youth

3.4.1 Contractor agrees that with respect to any youth referred by CSBD between the ages of 18 and 24 (who have not yet reached their 24th birthday), Contractor will accept the PELL and the CSBD ITA in full payment of their tuition. Any balance of tuition owed will be granted to the youth as a scholarship. CSBD may approve a youth between the ages of 16-18 on a case by case basis with state approval.

3.5 Payment Withholds

3.5.1 To the extent considered necessary by CSBD any sums due Contractor under this Agreement may be retained by CSBD until all of CSBD's claims for credits, overpayments, erroneous payments, payments not due Contractor for reasons of nonattendance or any other reason, pursuant to this Agreement have been resolved. Any amount withheld shall not be subject to interest payments on the part of CSBD.

ARTICLE IV

CONTRACT DOCUMENTS

4.1 Incorporation of Documents by Reference

- 4.1.1. This Contract incorporates by reference the following documents as if fully set forth herein:
- a. The Contractor Catalog which is on file with Contractor and a copy of which has been provided to CSBD.
 - b. Contractor's completed general application to CSBD and each course/program application to be included as an eligible training provider on the CSBD list which is on file with CSBD.
 - c. Exhibit B, Safeguarding the Confidentiality of Student Records and Information.
 - d. The Training Voucher(s). Added as participants are referred. Sample included as Exhibit C.
 - e. Certification regarding Debarment and Suspension.
 - f. Drug Free Workplace Form.
 - g. Lobbying Certification.
 - h. Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)
 - i. Byrd Anti-Lobbying Certification
 - j. Certification Regarding Environmental Tobacco Smoke
 - k. Assurances and Certifications.
 - l. A copy of the licenses/approvals from Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the CSBD governing boards has designated as necessary to meet licensing and accreditation criteria, thereby making Contractor eligible to be on the ETP List which when forwarded by Contractor are on file with CSBD.
 - m. Accreditation Information, Institutional and/or Programmatic provided by Contractor and on file with CSBD.

- 4.2.1. The documents referenced above shall be referred to collectively as the "Contract Documents." Exhibits denoted as on file are not attached to this Contract but are available upon request. Where there is a conflict between them, the documents shall control in this order:
- a. The Contract Provisions.
 - b. The Training Voucher.
 - c. The Contractor Catalog submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.

ARTICLE V

TERMINATION, SUSPENSION AND FAILURE TO PERFORM

5.1 Termination

- 5.1.1 Either party may terminate this Contract upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Contract or such shorter period as may be mutually agreed to by CSBD and Contractor. Contractor will be entitled to receive payments for tuition in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. CSBD shall not be liable for any expenses incurred by the Contractor after the effective date of termination of the Contract or any Amendment hereto.
- 5.1.2 Any termination or suspension notice shall be by written notice from CSBD to Contractor or from the Contractor to CSBD in accordance with the Notice section under this Contract. In the event of a termination, which is not for cause, Contractor shall be entitled to payment for approved incurred costs through the date of termination in accordance with the payment provisions under this Contract and only to the extent that funds are made available to CSBD to make such payments.
- 5.1.3 The Parties hereby agree and understand that all tuition payments are contingent upon the availability of federal funds and the continued authorization for program activities under the Workforce Innovation and Opportunity Act, the Welfare Transition Program, or any grant received by CSBD which is used to pay for participant training/tuition as applicable. CSBD may immediately terminate this Contract or provide notice regarding the lack of funds to continue payment of tuition for individual students if for any reason either the US DOL or the State of Florida fails to provide funds for the grant through which this Contract is funded.

5.1.4 CSBD may terminate this Contract at any time that the CSBD authorized representative determines that:

- a. Contractor has failed to provide the program of study or any of the services Contractor has contracted to provide under this Contract or in its Catalog, or
- b. Contractor has failed to comply with Workforce Innovation and Opportunity Act or Welfare Transition Program requirements affecting PELL or other grants in aid or the training to be provided, or
- c. Contractor's school is not located at the address authorized by the Florida Department of Education, or
- d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education, or
- e. Contractor is charging CSBD participant/students a tuition and applicable fees different from that offered to the general public for the course of study publically advertised or for the same course of study, or
- f. Contractor's status as an ETP has been suspended by the Florida Department of Economic Opportunity because Contractor has:
 - i. Reported inaccurate performance or demographic information to the state, or
 - ii. Substantially violated the requirements for ETP under WIOA, or the policy issued by CareerSource Florida attached to this Contract as Exhibit A, incorporated herein as if fully set forth in its entirety, or
 - iii. Engaged in fraud, criminal acts, incapacity, unfitness, neglect, incompetence, and irresponsibility, an offer of unlawful remuneration to attract participants, misfeasance, malfeasance, nonfeasance or lack of performance.
 - iv. Suspension under these circumstances will be for a period of two (2) years, at which time the provider may reapply for initial eligibility.
- g. Contractor has failed to take corrective action:
 - i. Regarding a student Complaint. In the event of a student/participant complaint if it relates to Contractor, Contractor shall address the complaint in accordance with its internal processes. If the complaint is brought to CSBD, CSBD shall refer the student to Contractor.

- ii. In the event that a monitoring or audit finding related to fiscal issues arises and after notification contractor has not complied with CSBD requested corrective action.
- h. Accreditation of Contractor's school and/or course of study has been suspended or lost, or
- i. If evidence of insurance is not provided.
- j. If it is found that the training is not in accordance with that which was approved by the CSBD governing boards, or
- k. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ITA List, or
- l. If the school or a program of study which was eligible for Title IV federal assistance through PELL grants loses its eligibility to receive PELL grants for its students or for a program of study, or
- m. Contractor's eligibility as an ETP has been revoked or suspended by the State of Florida or by CSBD.
- n. Contractor has not met the required performance as described below in Article 5.3, or
- o. If there have been no enrollments into Contractor's courses of study within any twelve (12) month period during the term of this Contract, or
- p. If Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.

5.2 SUSPENSION

5.2.1 CSBD may suspend Contractor's Contract or referrals into a program:

- a. For any of the reasons listed in Article 5, section 5.1.4.
- b. CSBD may suspend referrals to a course of study in the event that the Contractor delays the start date of training by more than five (5) business days.
- c. CSBD may suspend referrals to a course of study in the event that the occupational training does not result in an average minimum entry wage

required for Broward County pursuant to CSBD governing boards' policy.

- d. CSBD may suspend referrals to a program on the ITA list if more than fifty percent (50%) of the course's total enrollment is comprised of CSBD or other WIOA supported participants.
- e. CSBD may suspend referrals to a program on the ITA list if the training program is for a job or occupation no longer considered to be in demand because it ceases to be on the State of Florida Regional Targeted Occupations List (TOL) for Broward County, or pursuant to CSBD governing boards' policy the occupation is deemed to be saturated because there are more applicants than there are jobs, or
- f. CSBD may suspend referrals to a program on the ITA list if the program of study is materially changed in terms of additional hours to complete the course and/or there is an increase in tuition.
- g. CSBD may suspend Contractor's Contract if the documents necessary to complete the Contract file are not provided, including but not limited to appropriate resolutions identifying the signor, or incomplete Execution pages due to an unauthorized signor, or the name provided is not the correct legal name of the entity.
- h. If following a visit or receipt of information regarding contractor CSBD deems the course of study or school to be detrimental to CSBD participants.
- i. Contractor has not met the required performance as described below in Section 5.3.

5.3 FAILURE TO PERFORM

- 5.3.1. CSBD may terminate this Contract or suspend referrals to an approved program of study on the CSBD ITA list of approved courses if a minimum of seventy percent (70%) of the students enrolled by CSBD and who complete their training are not placed in training related jobs pursuant to CSBD policy within ninety (90) days following the completion of training or within a period approved by the CSBD governing boards from the date of completion of training. This determination will be based upon:
 - a. A denominator consisting of the number of CSBD participants enrolled in the course that successfully completes the training and a numerator consisting of those individuals who successfully complete training and are placed into a training related job within the time period approved by the CSBD governing boards from the date of completion of training.

- b. Training related placement performance will be reviewed by CSBD on a bi-annual basis
- 5.3.2. CSBD shall provide Contractor with information from time to time regarding the training-related placement performance of students as it appears in the State of Florida Management Information System used to evaluate CSBD Performance.
- 5.3.3. CSBD staff will communicate in writing with Contractor to discuss any need for corrective action.
- 5.3.4. If performance is not met, the course of training will be removed from the ITA List. Referrals will continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time Contractor may reapply to be included on the CSBD Eligible Training Provider List.
- 5.3.5. If Contractor's eligibility to serve as an ETP is terminated or suspended, they shall be liable for the repayment of funds received under this contract during the time period any of the violations described in paragraph 5.1.4 e occurred.

ARTICLE VI

GENERAL REQUIREMENTS

6.1 REPORTS AND INFORMATION

6.1.1 Submission of Reports and Required Documents

- a. Contractor agrees to file course completion and placement information for CSBD students with the Florida Education and Training Placement Information Program (FETPIP) Office of the State of Florida and to provide CSBD with copies of the FETPIP report annually or upon CSBD's request.
- b. Contractor agrees to assist CSBD participants in obtaining instructor signatures on attendance sheets.
- c. Contractor agrees to provide CSBD with a copy of its insurance certificate which cites CSBD as the named insured on an annual basis for the duration of the contract.

- d. Contractor shall provide a copy or evidence of a license, certificate, or degree, if any obtained by CSBD participants, as well as any academic or equivalent degree, or such other skill certificate as may be awarded to graduates of Contractor's program even if the participant has an outstanding balance with the school.
- e. Contractor agrees to provide CSBD with the educational and financial records of CSBD participants enrolled in Contractor's college, university, or institution in accordance with the FERPA release signed by the participant/student, should the release be required.
- f. Contractor agrees to provide CSBD with tuition information provided to the general public.
- g. Contractor agrees to provide CSBD with such additional information as may be required by the State of Florida including but not limited to:
 - i. The percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program.
 - ii. The percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program;
 - iii. The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program
 - iv. The percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program. (For the purposes of this clause, program participants who obtain a secondary diploma or its recognized equivalent shall be included in the percentage counted only if such participants, in addition to obtaining such diploma or its recognized equivalent, have obtained or retained employment or are in an education or training program leading to a recognized postsecondary credential within one (1) year after exit from the program.
- h. Contractor agrees to notify CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.

6.1.2 Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training

- a. Contractor agrees to notify CSBD within five (5) business days of a participant's formal withdrawal, absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
- b. Contractor agrees to notify CSBD when a participant successfully completes the training program and will provide CSBD with a copy of the certificate of completion or the degree.

6.2 Maintenance and Disclosure of Records, Monitoring, and Confidentiality

- 6.2.1 Contractor shall keep copies of all records, accounts, and documents pertaining to the operation of this Contract or any Amendment hereto for five (5) years following the expiration of this Contract.
- 6.2.2 In the event of an audit or monitoring finding, claim, litigation, negotiation or other action involving this Contract or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- 6.2.3 Contractor agrees to allow authorized representatives of CSBD, the Florida Department of Economic Opportunity (DEO), the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor (US DOL), or Health and Human Services (HHS) to monitor classes in which participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and payments covered under this Contract. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws"). Contractor shall only disclose personally identifiable student information to CSBD pursuant to a FERPA Authorization Form, specifying the student information to be released, the purpose of the release, and the recipient, CSBD, signed by students whose tuition is in whole or in part paid for by CSBD. Further Contractor shall provide a FERPA release to CSBD for each student in the CSBD program with respect to whom information is requested from CSBD,
- 6.2.4 In addition to the requirements under Article 6, section 6.2.3, Contractor and CSBD will comply with the requirements of **Exhibit B**, Safeguarding the Confidentiality of Student Records and Information.

6.3 Notice

- 6.3.1 All notices required to be given to CSBD under this Contract shall be sufficient when faxed, hand delivered or mailed to the CSBD President/CEO

c/o CSBD at its office located at: 2890 W. Cypress Creek Rd., Fort Lauderdale, FL 33309.

6.3.2 All notices required to be given to the Contractor under this Contract shall be sufficient when faxed, hand delivered, or mailed to Contractor's President or his/her designee, at their office located at the address entered in the first paragraph of this Contract.

6.4 Force Majeure

6.4.1 "Force Majeure" shall mean an event beyond the control of Contractor or CSBD which prevents a Party from complying with any of its obligations under this Contract, including, but not limited to:

- a. An act of God, such as, but not limited to, hurricanes, earthquakes, drought, tidal waves and floods.
- b. Explosions and fire.
- c. War, hostilities, whether war be declared or not, invasion, act of foreign enemies, mobilization, requisition, or embargo.
- d. Strike, go slows, lock outs or disorder.
- e. Acts or threats of terrorism.

6.4.2 In the event of a Force Majeure

- a. Neither the Contractor nor CSBD shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the Effective Date.
- b. The "Affected Party" prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
- c. If Contractor is unable to hold classes or to register and enroll students, CSBD may direct students to other schools or may advise them to wait until Contractor is operational depending upon what will best suit the student/participant.
- d. If participants have already submitted their vouchers but have not yet attended class or are within the drop/add period Contractor shall return the fees and tuition paid if requested by CSBD.

- e. If participants have attended class and are beyond the drop/add period, Contractor and CSBD shall meet to determine the best course of action for the students. This may include a pro rata partial refund of the tuition paid.

6.5 Compliance with Applicable Laws and Regulations

- 6.5.1 Contractor agrees to adhere to Workforce Innovation and Opportunity Act of 2014, P. L. 113 - 128 as it may be amended and the rules promulgated thereunder, and the Florida Welfare Transition Program, FS 445 as amended as they may apply to the terms and conditions of this Contract.
- 6.5.2 Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-contracts.
- 6.5.3 Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD.
- 6.5.4 When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as referenced in Article 4, section 4.1.1 (f). If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required, it may be obtained from CSBD. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the CSBD Legal Department.
- 6.5.5 When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, the Contractor is not presently nor previously within a three (3) year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor will provide assurances of compliance as referenced in Article 4, section 4.1.1 (d) entitled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.
- 6.5.6 When applicable, the Contractor shall disclose all related party transactions.
- 6.5.7 E-Verify: Contractor agrees to comply with Florida Statutes 448.098 and shall:

- a. Use the E-Verify system to verify the work authorization status of all new hires, contractors and subcontractors,
- b. Not employ, contract with, or subcontract with an unauthorized alien,
- c. Obtain affidavits from its applicable contractors swearing and affirming that such subcontractors do not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.

6.5.8 Prohibition on certain telecommuting and video surveillance services or equipment-2 CFR 200.216

a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical

support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

6.5.9 Statutory and national policy requirements-2 CFR 200.300

a. The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

b. The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

6.6 No Waiver of Sovereign Immunity

6.6.1 If Contractor is a state agency as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

6.7 Governing Law And Venue

6.7.1 This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida the venue situs.

6.7.2 To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.

6.8 Contractor Obligations to Adhere to Public Entity Crimes Policy

6.8.1 Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a Contractor, Consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD competitive procurement activities.

6.8.2 In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity crime) and that it has not been formally charged with committing an act defined as a (public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.9 Equal Employment And Compliance With Discrimination Laws

6.9.1 In the discharge of Contractor's duties, Contractor agrees to adhere to the following equal employment laws as applicable to Contractor:

- a. Compliance with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
- b. Compliance with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
- c. Compliance with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.
- d. Compliance with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended.

- e. Compliance with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)
 - f. Compliance with WIOA Non-Discrimination Requirements at section 188 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.
- 6.9.2 With respect to a determination of undue hardship as it applies to the provision of an accommodation for an individual with a disability Contractor must adhere to 29 CFR Part 37.
- 6.9.3 Contractor assures that its facilities are accessible to the disabled. Should it be determined that Contractor does not meet the minimum requirements as established by US Department of Labor Civil Rights Center Disability Checklist they will be removed from the CSBD ITA list.

6.10 Insurance

- 6.10.1 This is a Vendor Contract. Contractor shall maintain such third party liability and other insurance as is usual and customary for like schools and institutions providing instruction in courses similar to those provided by Contractor. Schools shall at a minimum maintain:
- d. General Liability Insurance on a negligence basis, including injuries and accidental death to any person in an amount not less than one million dollars (\$1,000,000) and subject to the same limit for more than one person in an amount not less than one million dollars (\$1,000,000) on account of one (1) accident.
 - e. The Contractor shall make available to CSBD Certificates of Insurance prior to commencing any operations under this Contract, with such certificates clearly indicating that the Contractor has obtained insurance in the amounts, type and classifications specified in this section.
 - f. All insurance coverage required by CSBD under this Contract shall cite CSBD as an additional insured under the policy. In the event the policy is cancelled, CSBD shall have the right to cancel this Contract.

6.11 Amendments

- 6.11.1 This constitutes the entire Contract between the parties. Any modification or addition hereto shall not become binding on either party until accepted by both parties, reduced to writing and attached hereto as an Amendment to this Contract.

6.11.2 The parties further agree that this Contract may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.

6.12 Assignment

Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Contract without prior written approval of CSBD.

6.13 Prior Contracts

This document incorporates and includes, all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, Contracts, understandings concerning the subject matter of this Contract, that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and CSBD. In the event that any of the terms and conditions set forth in this Contract is in conflict with Contractor's official proposal, the conflict shall be resolved in favor of this Contract.

6.14 Independent Contractors

The parties understand and agree that they are independent contractors and no provisions of this Contract shall be construed as creating an agency or employment relationship between the parties and their employees, agents, subcontractors or assigns.

6.15 Headings

The headings of the sections of this Contract are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

6.16 Term

6.16.1 This Contract shall begin on the date it is executed by all the parties and shall terminate on June 30, 2025 unless:

- a. Contractor's status as an eligible training provider on the State of Florida's Eligible Training Provider List is terminated and course approval by the CSBD governing boards. is terminated; or

- b. This contract is terminated or suspended in accordance with Article V, or
- c. Contractor fails to reapply for ETP status three (3) months prior to June 30, each year in which approval is required to continue on the Eligible Training Provider List in which case there will be no referrals to Contractor until their "continued eligibility" as an ETP has been approved by the Florida Department of Economic Opportunity.

6.16.2 CSBD reserves the right to continue participants referred by CSBD to Contractor until their training is complete or to transfer the participants and be relieved of its obligation to Contractor for payments beyond the termination date if this Contract is terminated because:

- a. Contractor has lost their eligibility status as an ETP for any reason.
- b. The contract is terminated in accordance with Article V.

6.17 Execution

This document shall be executed in two (2) counterparts, each of which shall be deemed as original, or may be executed in digital format which shall be deemed as original.

EXECUTION PAGE

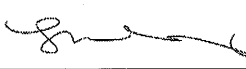
IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: HOLLYWOOD CAREER INSTITUTE, LLC, signing by and through its EXECUTIVE following EXECUTIVE (Board, Executive, Commission) approval on the 18 day of november, 2022 and CareerSource Broward signing by and through its President/CEO.

AS TO HOLLYWOOD CAREER INSTITUTE, LLC:

ATTEST:





By: 

(Signature)

Printed Name: yudeimy valdes

Title: director

Date: 11/18/2022

AS TO CAREERSOURCE BROWARD:

ATTEST:

Amy Winer

Moya Brathwaite

By: Carol Hylton


(Signature)

Printed Name: CAROL HYLTON

Title: PRESIDENT/CEO

Date: 11/30/2022

Approved as to form by the CareerSource Broward
General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: 

Rochelle J. Daniels
General Counsel

Exhibit B

Safeguarding the Confidentiality of Student Records and Information

The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA.

Each party participating in this Agreement agrees to:

- (1) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or as required or permitted by law unless the parent of a student provides prior written consent for their release. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.
- (2) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements.
- (3) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement, and
- (4) Each party to this Agreement agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law.

This section shall survive the termination of all performance or obligations under this Agreement.

EXHIBIT C



2890 W Cypress Creek Road
Fort Lauderdale, FL 33309
csbd@careersourcebroward.com
www.careersourcebroward.com
(954) 202-3830
FAX: (954) 202-3620

Issue Date: _____
Expiration Date: _____

THIS VOUCHER IS VALID
48 HRS AFTER ISSUE DATE

Participant

ID:
123 Main Street
Davie, FL 33324
(954) xxx-xxxx
Account #:

Success Coach

Jane Doe
(000)000-0000
Location: South OneStop

Funding Source

WTP

Training Provider

BROWARD COLLEGE (XXXXX)
ATTN:
6400 NW 6 WAY
FORT LAUDERDALE, FL 33309
954-XXX-XXXX

Training Program

Business Administration AS (Central) BC Code 1111/1111B
Begin Date:
End Date:
Total Program Cost: \$xxxx.00
Onet Title: Administrative Services Managers

Description of Costs

<u>Item Description</u>	<u>Category</u>	<u>Unit Price/Fee</u>	<u>Quantity</u>	<u>Total</u>
Summer 2020 Tuition	Tuition/ITA	1111.00	1	\$1111.00
Grand Total:				\$1,111.00

Note To Training Provider

This Individual Training Account (ITA) Voucher will only cover the tuition for the specific Participant and Training Program/Coursed listed above. By accepting this voucher, you understand that any tuition and/or training costs incurred by the Participant for a training program/course, other than the program/course listed above, will not be reimbursed or be an obligation of CareerSource Broward (CSBD). The Pell Grant must be used first for payment of tuition prior to billing CSBD, where applicable, as per the *Workforce Innovation And Opportunity Act of 2014*. **Please return this form with your invoice to the address listed above, ATTN: Finance Department**

Note To Participant

By signing below, you agree to the following: a) to give permission for the above named Training Provider to release my ITA-related Training performance, academic, financial aid, and/or behavioral information to CSBD; b) to provide the original ITA Voucher to the above Training Provider to complete the enrollment/registration process; and c) that it is my responsibility to pay for any training-related costs Above my approved ITA amount and/or that are not required for the above named Training Program.

Payment & Invoicing

Upon acceptance of this voucher, the Training Provider agrees to comply with CSBD policies, invoicing procedures and reporting requirements. An ITA Voucher is for the training program and/or training-related items listed above only. No handwritten changes will be accepted for payment. Direct all tuition/item discrepancies to the CSBD Success Coach listed above. Voucher is valid before the start date, after the end date and upon depletion of the Participants approved ITA dollar amount listed. ***Direct all invoicing questions to the CSBD Finance Department, using the contact information at the tip of the page.

Participant Signature _____ Date _____

Success Coach _____ Date _____

Supervisor Signature _____ Date _____

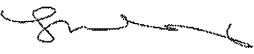
**Certification Regarding Debarment, Suspension, and Other Responsibility
Matters Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

 _____ 11/18/2022
Signature Date

Yudeimy Valdes Director

Print Name and Title of Authorized Representative

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A

- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.

- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.

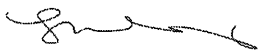
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

	11/18/2022
Signature	Date

Yudeimy Valdes

 Print Name

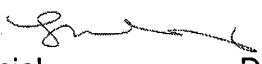
**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the Congress, an Officer of 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.
- (3) 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 agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

HOLLYWOOD CAREER INSTITUTE, LLC.

Grantee/Contractor/Organization	Program/Title
Yudimy Valdes 	11/18/2022
Name of Certifying Official	Date
Print Name and Sign	

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants. and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name. if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier Sub awards

1. Type of Federal Action

2. Status of Federal Action:

3. Report Type: Contract Grant Cooperative Agreement Loan

Loan Guarantee Loan Insurance Bid/Offer/Application Initial Award Post
 award
 Initial Filing Material Change: Year _____ Qtr _____ Date of last report

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹. Type of Federal Action: _____ 2. Status of Federal Action: _____ 3. Report Type: _____

a. contract	a. bid/offer/application	a. initial filing
b. grant	b. initial award	b. material change
c. cooperative agreement Only	c. post-award	For Material Change
d. loan		year _____ quarter
e. loan guarantee		date of last report _____
f. loan insurance		

4. Name and Address of Reporting Entity: _____ Prime _____ 5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier _____ if known: Address of Prime:

Congressional District, if known: _____ Congressional District, if known: _____

6. Federal Department/ Agency: _____ 7. Federal Program Name/Description: _____

CFDA Number, if applicable: _____

8. Federal Action Number, if known: _____ 9. Award Amount, if known: _____

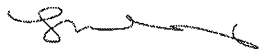
<p>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a.) (Last name, first name, MI)</p>
<p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	
<p>11. Amount of Payment (check all that apply): _____ actual _____ planned _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p>a. cash b. In-kind, specify: nature _____ value _____</p>	<p>13. Types of Payment (check all that apply):</p> <p>a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other, specify: _____</p>

<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11. (Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>
--

<p>15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO</p>
--

<p>Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.</p>

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.²

Signature:  _____

Print Name: yudeimy valdes

Title: director

Telephone Number: 954-866-3220 Date: 11/18/2022


² Approved by OMB 0348-0046

Authorized for Local Reproduction Standard Form LLL-A

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children’s services and that all sub-grantees shall certify accordingly.

 11/18/2022

Signature and Date Yudeimy Valdes

Printed Name yudeimy valdes

Title

HOLLYWOOD CAREER INSTITUTE, LLC.
Organization

ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and

administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by OOL prior to September 30, 2020 at: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods> P.L. 115-141, Division H, Title I, Section 103.

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and

3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

l. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result, in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for-profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (www.fvvs.Rov/offices/).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities: and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U S C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term: or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either

A. Associated with performance under this award; or

B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension

b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminate if Contractor

1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or

2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7

cc. Copeland 'Anti-Kickback" ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of 'funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties. assignment or performance of experimental, developmental, or research work under that 'funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U S C. '1 352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

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

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

SIGNATURE CERTIFICATE



REFERENCE NUMBER
77694CB9-256E-40EC-924F-8644FB0B7E5D

TRANSACTION DETAILS

Reference Number
77694CB9-256E-40EC-924F-8644FB0B7E5D

Transaction Type
Signature Request

Sent At
11/18/2022 10:08 EST

Executed At
11/18/2022 16:21 EST

Identity Method
email

Distribution Method
email

Signed Checksum
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Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Hollywood Career Institute - Etp Agreement No 2022-2025-Etp-11011

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50 pages

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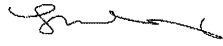
SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Carlos Benitez</p> <p>Email carlosbenitez95@yahoo.es</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 29960ca87690b40d8a1df2b889688b65e5fea75d526aea710957d63412a35fc7</p> <p>IP Address 107.77.215.11</p> <p>Device Chrome Mobile via Android</p> <p>Drawn Signature </p> <p>Signature Reference ID D75A77EC</p> <p>Signature Biometric Count 83</p>	<p>Viewed At 11/18/2022 16:20 EST</p> <p>Identity Authenticated At 11/18/2022 16:21 EST</p> <p>Signed At 11/18/2022 16:21 EST</p>
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<p>Name Yudeimy (Amy) Valdes</p>	<p>Status signed</p>	<p>Viewed At 11/18/2022 15:15 EST</p>

Email
amy@hollywoodcareerinstitute.com
Signer Sequence
0
Components
25

Multi-factor Digital Fingerprint Checksum
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Signature Reference ID
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Signature Biometric Count
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AUDITS

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from 107.77.215.11.

SIGNATURE CERTIFICATE



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TRANSACTION DETAILS

Reference Number
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Transaction Type
Signature Request

Sent At
11/30/2022 08:56 EST

Executed At
11/30/2022 10:34 EST

Identity Method
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Distribution Method
email

Signed Checksum
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Signer Sequencing
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DOCUMENT DETAILS

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Pages
53 pages

Content Type
application/pdf

File Size
401 KB

Original Checksum
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SIGNERS

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<p>Name Amy Winer</p> <p>Email awiner@careersourcebroward.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum b2a13c6bc7126525134751dd97fe3bba760a7b24208689ae6a508359163724fb</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID 146745A1</p>	<p>Viewed At 11/30/2022 09:24 EST</p> <p>Identity Authenticated At 11/30/2022 09:24 EST</p> <p>Signed At 11/30/2022 09:24 EST</p>
<p>Name Carol Hylton</p> <p>Email chylton@careersourcebroward.com</p> <p>Signer Sequence 0</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 95bd4c04c643f039b44735b41e3e2a96ef9700c9a6f72b038ea5478605586690</p> <p>IP Address</p>	<p>Viewed At 11/30/2022 09:17 EST</p> <p>Identity Authenticated At 11/30/2022 09:17 EST</p> <p>Signed At 11/30/2022 09:17 EST</p>

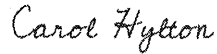
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AUDITS

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ELIGIBLE TRAINING PROVIDER

VENDOR CONTRACT

2023-2026-ETP-11000

Between

CareerSource Broward

And

SSS EDUCATION, INC. DBA JERSEY COLLEGE

A Continuing Eligible Training Provider

Pursuant to the Steven's Amendment
Consolidated Appropriations Act of 2018, Pub. L. No. 115- 141, 132 Stat. 348, div. H,
Title V, Sec. 505 (Mar. 23, 2018)

1. The percentage and dollars of the total costs of the program or project which will be financed with Federal money is determined at the time of individual participant enrollment.

This is a master agreement. No funds are awarded under this contract.

This Agreement entered into on this 10th day of July, 2023 by and between CareerSource Broward, hereinafter referred to as "CSBD", and **SSS EDUCATION, INC. DBA JERSEY COLLEGE**, a for-profit corporation, registered with the State of FLORIDA, hereinafter referred to as "Contractor".

The term of this Agreement shall begin on the date the Agreement is executed by all the parties and shall terminate with the completion of the training of the last participant referred by CSBD to Contractor or June 30, 2026, whichever date comes later.

RECITALS

Whereas, the CSBD Council of Elected Officials, hereinafter, "Council" and the Broward Workforce Development Board, hereinafter "BWDB" have approved Contractor, and the Courses of training on the CSBD Eligible Training Provider List for the purpose of referring program participants for training under its various formula and discretionary, state and federal workforce grants; and

Whereas, Contractor agrees to provide the above referenced training, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

A. STATEMENT OF WORK

1. CSBD's ability to enter into this Contract is dependent upon Contractor's approval to be an Eligible Training Provider (ETP) for a one (1) year period of initial eligibility followed by a two (2) year period of subsequent eligibility pursuant to 20 CFR 680.450 and 680.460. Should Contractor fail to meet initial or subsequent eligibility this Contract shall be immediately terminated.
2. Contractor agrees to provide the course(s) of training as specified in the approved program description, submitted to CSBD for approval by its governing boards. Contractor shall notify CSBD of any changes in the approved program descriptions prior to the enrollment of any individual referred by CSBD.
3. Contractor shall provide their approved course(s) of training at its licensed facility, on-line or at an externship or clinical site based upon the approval granted by the BWDB at the time of submission of their application to be placed on the CSBD Eligible Training Provider List (ETPL).
4. Contractor's approval as an ITA provider does not obligate CSBD to refer participants.
5. Contractor understands that this Contract does not obligate CSBD to refer students to Contractor. However, Contractor may refer individuals to CSBD for a determination of their eligibility to receive financial assistance and a Training Voucher from CSBD. CSBD must offer participants "customer choice" and therefore does not guarantee that a student referred to CSBD by Contractor, will ultimately decide to enroll in Contractor's institution.

6. Contractor agrees to enroll participants as students in their institution and to provide the training as specified on the Training Voucher, as described below, presented to the campus Cashier or Registrar's office by a referred CSBD participant/student.
 - a. Course authorization shall only be transmitted via an original signed CSBD Training Voucher, or a Training Voucher transmitted electronically via DocuSign or similar verifiable signature software program delivered to Contractor in accordance with a process agreed to by the parties. Contractor shall not accept Training Vouchers via verbal approval such oral vouchers will not be honored by CSBD. CSBD will not reimburse Contractor for courses not on the official CSBD signed Training Voucher.
 - b. Contractor agrees not to enroll a referred participant into courses not listed on the Training Voucher. CSBD will not be responsible for reimbursement of the tuition or associated fees for unauthorized courses. Contractor shall not require any participant/student to sign a tuition Contract between the student and Contractor for unauthorized courses.
 - c. Training shall be in the occupational area identified on the Training Voucher with the specified weeks of instruction, and/or hours per course as outlined in Contractor's current academic year Course Catalogs and approved for the student at the time of their enrollment.
7. Participant Training Vouchers and Individual Training Accounts
 - a. An individual training account (ITA) refers to the scholarship amount available to pay for a participant / student's tuition or course(s).
 - b. Training Voucher refers to the instrument used by CSBD to identify the courses of study and the amount of ITA funds allocated to an individual participant for the courses and time frames described on the voucher.
 - i. Vouchers may be issued for less than the full amount of tuition or the cost of the course of study.
 - ii. Vouchers may be issued each semester if Contractor offers training on a semester basis or in increments applicable to the schedule of courses offered by Contractor.
 - iii. Participant/Students are issued a Training Voucher each semester or at the completion of a course of training prior to registration for the new semester or course. In order to receive a new Voucher CSBD must receive a copy of the participant/student's transcript or an acceptable form of progress report. Contractor or CSBD may obtain a FERPA to be able to share student information.
 - iv. Each Training Voucher will list the course selections and other items allowable for that participant/student.
 - c. Neither Contractor nor referred participant/students shall have any property rights which attach to an ITA.
 - d. The parties agree that Training vouchers are not transferable, cannot be sold and have no intrinsic value.

- e. From time-to-time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from CSBD. If a transfer is authorized by Contractor prior to receiving written approval from CSBD, CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.
 - f. Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old as they will be considered expired and CSBD shall not be obligated to reimburse for those Training Vouchers.
8. Contractor agrees to provide CSBD with the grade level at which the course material and textbooks for the individual courses of study are normed so that CSBD can properly determine a participant's qualifications to be successful in the course of study offered by Contractor.
9. Participant/students literacy and numeracy skills may be assessed by CSBD and a prospective participant/student who is not within one grade level of the course materials may be determined as ineligible for the course of training to be provided by Contractor.
10. Combining Pell Grants and Other Financial Aid with CSBD Financial Assistance
- a. Contractor's Financial Aid Office shall assist CSBD participant/students in determining their eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance or other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
 - b. CSBD will obtain a FERPA release from its participant/students so that Contractor can share PELL award information.
 - c. CSBD will issue an initial training voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to CSBD by Contractor.
 - d. Contractor agrees that they will not collect more than the advertised tuition for each participant/student enrolled. Contractor shall follow federal rules applicable to a determination of the order in which federal financial assistance shall be applied. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the Participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of Workforce Innovation and Opportunity Act of 2014 funds.
 - e. Contractor agrees to immediately inform CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility
 - f. Contractor will not defer or delay payments of PELL or other financial assistance to students.

11. PERFORMANCE

- a. The approval of Training Vouchers for a course of study is subject to performance by Contractor. Following CSBD governing boards' approval to add a course of study to

the ITA list, Contractor shall be limited to ten (10) CSBD student/participants for each course of study from the date that the contract is signed until such time as the seventy percent (70%) training-related placement rate can be documented, through Florida Education and Training Placement Information Program (FETPIP).

- b. A minimum of seventy percent (70%) of the students enrolled who complete training must be placed in a training related jobs within ninety (90) days or such other period as may be determined by the CSBD governing boards following their completion of training. Training related shall be determined in accordance with the State of Florida definition.
- c. Failure to meet performance shall result in the suspension or termination of referrals and award of an ITA for of the course of training or program. Referrals shall continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time Contractor may reapply for approval of the course or study of program.

B. COMPENSATION

1. Tuition or course fees shall be based on the tuition or course fee advertised to the general public.
2. The CSBD Training Voucher may cover enrollment, tuition, book and lab fees, registration and such other fees, as applicable, minus any scholarships or other financial aid the participant/student receives.
3. CSBD cannot reimburse tuition or course fees in excess of the CSBCF ITA cap or the actual cost of tuition or the course of training whichever is less
4. Contractor agrees to accept the CSBD Training Voucher for purposes of allowing participant/students to register and enroll in lieu of a cash, electronic payment or check prior to the start of classes. Contractor shall submit invoices to CSBD for each Training Voucher submitted and accepted by Contractor.
5. Contractor shall date stamp Training Vouchers when they are received. In order to be paid, Contractor shall submit an invoice to CSBD within forty-five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, including change fees, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty-five (45) days of receipt of the Training Voucher shall be voided and CSBD will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for CSBD to reimburse for the Training Voucher.
6. Tuition and fees billed to CSBD must be calculated minus any scholarships or other financial aid available and awarded to the participants/student.
7. Upon final payment to Contractor of amounts due at the end of each program year under this Contract, less any credits, refunds, or rebates due to CSBD, Contractor hereby releases and discharges CSBD from any financial claims arising from this Contract for that program year. To be entitled to payment, invoices must be received from Contractor within forty-five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited

and CSBD will not honor any requests submitted after the aforesaid time period.

8. Contractor's prices may change from the time of their approval for inclusion on the ITA List. Course tuition charges set by the Florida Legislature and signed into law shall be effective in accordance with the timeframes set by the statute and upon approval of the Contractor Board of Trustees. Contractor agrees to maintain the price proposed for certificate courses at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. Adjustments to tuition or price schedules for private proprietary institutions must be submitted in May of each year to be effective July 1 through June 30 of the following program year period. Reimbursements for tuition and fee schedule adjustments will be limited to the cap set for ITA scholarships by the CSBD governing boards.
9. Public institutions shall be reimbursed on a semester basis and in accordance with their change/drop schedules.
10. Private not-for-profit or private for-profit institutions, shall be reimbursed monthly by dividing the tuition or costs / total # months needed to obtain the credential or certificate up to the amount of the ITA awarded the participant. CSBD shall not be responsible for reimbursement of tuition for any month in which participant(s) is not in attendance for a minimum of ten (10) class days.
 - a. For withdrawals after the first ten (10) class days of the month, CSBD shall be responsible for the monthly payment through that month only; after which, CSBD shall not be responsible for any unpaid portion of the tuition applicable to the individual who has dropped out or withdrawn.
 - b. Contractor shall return all refunds or credits to CSBD within forty-five (45) business days of receipt or credit respectively, with sufficient information to identify the cause of that refund or credit.
 - c. Contractor agrees to provide CSBD with student attendance data with each invoice submitted for payment

C. THE CONTRACT DOCUMENTS

1. The following documents are incorporated by reference into this Contract as if fully set forth herein:
 - a. Contractor's approved application to CSBD to be included on the ETPL and each course/program application approved by the NCFWDB.
 - b. The Contractor Catalog which is on file with Contractor and a copy of which has been provided to CSBD or which is posted on Contractor's website at the time approval of Contractor's courses/programs by the NCFWDB.
 - c. The original signed Training Voucher(s).
 - d. CareerSource Florida Administrative Policy 90

<https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance->

[papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9](#)

- e. Certification regarding Debarment and Suspension.
 - f. Drug Free Workplace Form.
 - g. Lobbying Certification.
 - h. Assurances and Certifications.
 - i. The State of Florida Data Sharing Contract (Non-Disclosure and Confidentiality Contract
 - j. Certification Regarding Environmental Tobacco Smoke
 - k. A Copy of the licenses/approvals from the Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the CSBD governing Boards designated as necessary to meet licensing and accreditation criteria in order for Contractor to be included on the CSBD ETPL.
 - l. Accreditation Information.
2. Any conflicts between the contract documents shall be resolved in this order:
 - a. The Contract Provisions.
 - b. The Training Voucher.
 - c. The Contractor Catalog submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.
 3. This Contract shall not be considered fully executed and participants shall not be referred until all the documents necessary to complete the Contract file are provided, including but not limited to resolutions, if required, identifying the signor, or completed Execution pages with the proper signors, the correct legal name of the entity, and signed attachments as applicable.

D. TERMINATION, SUSPENSION AND FAILURE TO PERFORM

1. Either party may terminate this Contract for convenience upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Contract or such shorter period as may be mutually agreed to by the parties. In such event, Contractor shall be entitled to receive payments for tuition or fees in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. CSBD shall not be liable for any tuition, fees, or costs after the effective date of termination.
2. CSBD may immediately terminate this Contract in the event of the de-obligation or cancellation of the grants providing the funding to support the activities under this Contract.

3. CSBD may terminate this Contract or remove a course of study from the list of approved courses for the award of an ITA, as applicable, at any time that the CSBD Chief Executive Officer determines that any of the following has occurred:
- a. Contractor has failed to provide the program of study approved for funding by the CSBD governing boards.
 - b. Contractor has failed to comply with PELL requirements as described in this Contract or Contractor loses its eligibility to receive PELL grants for its students or for a program of study approved for training by the NCFWDB.
 - c. Contractor changes the licensed location of its school as authorized by the Florida Department of Education.
 - d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education.
 - e. Contractor is charging CSBD participant/students a tuition of fee different from that offered to the general public for the same course of study.
 - f. Contractor's status as an ETP has been suspended or terminated by the Florida Department of Economic Opportunity or the REACH Office.
 - g. Contractor has reported inaccurate performance or demographic information to the state.
 - h. Contractor has violated CareerSource Florida Policy 90 which may be accessed at:

https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9

or as may be amended by REACH Office.
 - i. Engaged in fraud, criminal acts, incapacity, unfitness, neglect, incompetence, irresponsibility, offered unlawful remuneration to attract participants, misfeasance, malfeasance, nonfeasance or lack of performance.
 - j. Contractor has failed to take corrective action:
 - i. Regarding a student Complaint. In the event of a student/participant complaint if it relates to Contractor, Contractor shall address the complaint in accordance with its internal processes.
 - ii. Regarding a monitoring or audit finding related to fiscal issues and after notification contractor has not complied with an agreed to corrective action plan.
 - k. Contractor's school and/or course of study have had its accreditation suspended or lost its accreditation.
 - l. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ETPL.

- m. Contractor has not met the required performance as described herein.
 - n. There have been no enrollments into Contractor's courses of study for any twelve (12) month period.
 - o. Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.
4. Termination for any of the reasons cited in paragraph 3 immediately above may result in suspension of the course or Contractor from being included on the EPTL for a period of two (2) years after which Contractor may reapply for initial eligibility in accordance with 20 CFR 680.450 - 460.
5. If Contractor's eligibility to serve as an ETP is terminated or referrals to a course of study or program is suspended or terminated, CSBD shall not be obligated to reimburse Contractor for Training Vouchers issued following notice of termination of eligibility or suspension as applicable.
6. Suspension.
- a. CSBD may suspend this Contract or referrals into a course of study/program for any of the reasons listed in paragraph 3 above.
 - b. CSBD may suspend referrals to a course of study if Contractor delays the start date of training by more than five (5) business days.
 - c. CSBD may suspend referrals to a course of study if it is not offered to the general public.
 - d. CSBD may suspend referrals to a course of study if the training program is for an occupation no longer considered to be in demand because it ceases to be on the State of Florida Targeted Occupations in Demand List for the local Region,
 - e. CSBD may suspend referrals to a program if the program of study is materially changed from the description provided in Contractor's application because additional hours have been added or there is an increase in tuition.
 - f. CSBD may suspend referrals to a program if CSBD deems the course of study or school to be detrimental to its participant/students.
7. Notices of termination or suspension shall be in writing in accordance with the Notice section under this Contract.

E. GENERAL REQUIREMENTS

1. Reports

- a. Contractor agrees to file course completion and placement information for CSBD students with the Florida Education and Training Placement Information Program

(FETPIP) Office of the State of Florida and to provide CSBD with copies of the FETPIP report annually or upon request.

- b. Contractor shall provide CSBD with tuition or program cost information provided to the general public.
 - c. Contractor agrees to provide CSBD with such additional information as may be required by the State of Florida including but not limited to
 - i. The names of the program participants who are in unsubsidized employment during the second quarter after exit from the program.
 - ii. The names of the program participants who are in unsubsidized employment during the fourth quarter after exit from the program
 - iii. The hourly wage of each of the program participants who are in unsubsidized employment during the second quarter after completing their course of study and exiting from the program;
 - iv. Evidence of participant/students' progress in their course of study in order for the participant/student to be issued a Training Voucher or for purposes of reporting performance to the State of Florida in accordance with a schedule to be provided by CSBD
 - d. Contractor shall immediately notify CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.
2. Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training
- a. Contractor shall notify CSBD within five (5) business days of a participant's formal withdrawal, or absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
 - b. Contractor agrees to notify CSBD when a participant successfully completes the training program into which they are enrolled and shall provide a copy or evidence of a participant/student's license, certificate, credential, diploma or degree, when obtained by CSBD participants, even if the participant/student has an outstanding balance with the Contractor. CSBD shall provide a FERPA or applicable release to be able to receive the information if required.
3. Maintenance of Records, Access and Monitoring
- a. Contractor shall keep copies of all records, accounts, and documents pertaining to this Contract or any Amendment hereto, including student information, for five (5) years following the expiration of this Contract.
 - b. In the event of an audit or monitoring finding, claim, litigation, or other action involving this Contract or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

- c. Contractor agrees to allow authorized representatives of CSBD, the Florida Department of Economic Opportunity, the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor, (US DOL), or Health and Human Services (HHS) to monitor classes in which participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and review payments made under this Contract. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws").
- d. Contractor agrees to accept the properly executed FERPA form which designates with specificity the information the student wants disclosed to CSBD signed by students whose tuition is in whole or in part paid for by CSBD.

4. Notice

- a. All notices or communications required to be given by this Contract from one party to the other must be (i) given in writing, or transmitted by facsimile, and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, to the mailing address of each party as follows:

FOR CSBD:

To: CSBD President/CEO
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309
Fax: (954) 337-3255

FOR CONTRACTOR:

To: SSS Education, Inc. dba Jersey College
7775 West Oakland Park Blvd.
Sunrise, FL 33351
Attention: President
Fax: (954) 321-8886

- b. Notices shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed, provided that the sender has received a confirmation of such fax. A party may, for purposes of this Contract, change his, her or its address, fax number, or the person to whom a notice should be transmitted, by giving notice of such change to the other party pursuant to the above.

5. Force Majeure

- a. "Force Majeure" shall mean an event beyond the control of Contractor or CSBD, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
 - i An act of God, such as, but not limited to, hurricanes, earthquakes, drought, tidal waves and floods;

- ii Explosions and fire;
 - iii War, hostilities, whether war be declared or not, invasion, act of foreign enemies, mobilization, requisition, or embargo;
 - iv Strike, go slows, lock outs or disorder; and
 - v acts or threats of terrorism.
 - vi In the event of a Force Majeure
- b. Neither the Contractor nor CSBD shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the Effective Date.
 - c. The "Affected Party," prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
 - d. If Contractor is unable to hold classes or to register and enroll students, CSBD may direct to students to other schools or may advise them to wait until Contractor is operational depending upon what will best suit the needs of the student/participant.
 - e. If participants have already submitted their Training Vouchers but have not yet attended class or are within the drop/add period Contractor shall return the fees and/or tuition paid within thirty (30) days of receipt of payment.
 - f. If participants have attended class and are beyond the drop/add period Contractor and CSBD shall meet to determine the best course of action for the participant/students. This may include a pro rata partial refund of payments made on behalf of the participant/students.

6. Compliance with Applicable Laws and Regulations

- a. Contractor agrees to adhere to Workforce Innovation and Opportunity Act of 2014 P.L.113 -128 as it may be amended.
- b. Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-Contracts.
- c. Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD.
- d. When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as described in Attachment 3. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required; it may be obtained from CSBD. All disclosure forms required by the Certification Regarding Lobbying form must be completed and returned to CSBD.

- e. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, Contractor certifies it is not presently nor previously within a three (3) year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor will provide assurances of compliance as certified in the Contract Attachment titled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.
- f. When applicable, the Contractor shall disclose all related party transactions.
- g. Contractor shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Contractor pertaining to any program funded by this agreement or amendment hereto, available to CSBD, the Comptroller, General of the United States, the federal government and / or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews, investigation, survey or examination, even though, the Contractor may at the time of the request no longer be operating programs for CSBD or be a Contractor of CSBD.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-202-3830, PUBLICRECORDS@CAREERSOURCEBROWARD.COM, 2890 W. CYPRESS CREEK ROAD, FORT LAUDERDALE, FL 33309.

- h. To the extent applicable Contractor shall comply with 2 CFR§ 200.216 Prohibition on Certain Telecommunications and video surveillance services or equipment.
- i. To the extent applicable Contractor shall comply with 2 CFR§ 200.300 Statutory and National Policy requirements.
- j. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.322 Domestic preferences for procurement.
- k. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.323 Procurement of recovered materials.

7. Indemnification

- a. If Contractor is a state agency, as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve,

as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

- b. Contractors who are not public agencies agree they shall at all times hereafter indemnify, hold harmless and, at CSBD's option, defend or pay for an attorney selected by the CSBD General Counsel to defend CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, 1) related to, arising from, or as a result of this Contract; or 2) caused by a negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from or related this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to special fees, markups or interest payments on the part of CSBD

8. Governing Law and Venue

- a. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal issues arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts in Broward County, Florida the venue situs.
- b. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.
- c. Contractor Obligation to Adhere to Public Entity Crimes Policy. Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by

CSBD pursuant to this Contract, and may result in debarment from CSBD competitive procurement activities

Contractor represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity crime) and that it has not been formally charged with committing an act defined as a (public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

- d. Compliance with E-Verify. Contractor agrees to comply with Florida Statutes 448.095 and shall:
 - i Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,
 - ii Not employ, contract with, or subcontract with an unauthorized alien
 - iii Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.
 - e. Compliance with Equal Employment and Discrimination Laws. Contractor agrees to adhere to the following equal employment laws as applicable to Contractor:
 - i Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
 - ii The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
 - iii Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended
 - iv Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended,
 - v Applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)
 - vi WIOA Non-Discrimination Requirements 29 CFR part 37 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.
9. Amendments
- a. This constitutes the entire Contract between the parties. Any modification or addition hereto shall not become binding on either party until accepted by both parties, reduced to writing and attached hereto as an Amendment to this Contract.
 - b. The parties further agree that this Contract may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.
10. Assignment. Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Contract without prior written approval of CSBD.

11. **Prior Contracts.** This document incorporates and includes, all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, Contracts, understandings concerning the subject matter of this Contract, that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and CSBD.
12. **Independent Contractor.** The parties understand and agree that they are independent contractors and no provisions of this Contract shall be construed as creating an agency or employment relationship between the parties and their employees, agents, subcontractors or assigns.
13. **Headings.** The headings of the sections of this Contract are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

14. Term

- a. This Contract shall begin on the date it is executed by all the parties and shall terminate on June 30, 2026 unless:
 - i. Contractor's status as an initial ETP is terminated in the year following their approval as an ETP in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity; or
 - ii. Contractor's status for subsequent eligibility as an ETP is terminated or expires in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity;
 - iii. Contractor fails to reapply for subsequent ETP status three (3) months prior to June 30, of the program year in which their eligibility status must be redetermined, in which case there will be no referrals to Contractor until their "continuing eligibility" as an ETP has been approved by the Florida Department of Economic Opportunity or REACH Office.
- b. CSBD reserves the right to continue participants referred by CSBD to Contractor until their training is complete or to transfer the participants and be relieved of its obligation to Contractor for payments beyond the termination date if this Contract is terminated because: Contractor has lost their eligibility status as an ETP for any reason.

15. Execution

This Contract and any attachment, exhibit or amendment, ("the Documents") related to this Agreement required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. The Parties agree that any Electronic Signature shall be valid and binding on each of the Parties to the same extent as a manual, original signature, and enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any of the Documents may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and

the same Document.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: SSS EDUCATION, INC. DBA JERSEY COLLEGE signing by and through its (Title of Signatory) President on the 6th day of July, 2023 and CareerSource Broward Florida signing by and through its President/CEO.

AS TO SSS EDUCATION, INC. DBA JERSEY COLLEGE:

ATTEST: Park Smith L.S.

[Signature] L.S.

BY: Steven B. Litvack

(Signature)

Print Name: Steven B. Litvack

TITLE: President

DATE: 07/06/2023

AS TO CAREERSOURCE BROWARD:

ATTEST: Michele Baldis L.S.

Moya Brathwaite L.S.

BY: Carol Hylton

(Signature)

Print Name: Carol Hylton

TITLE: President/CEO

DATE: 07/10/2023

Approved as to form by the CareerSource Broward
Rochelle J. Daniels
General Counsel
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309

BY: [Signature]
Rochelle J. Daniels
General Counsel

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Steven B. Litvack

07/06/2023

Signature

Date

Steven B. Litvack

President

Print Name and Title of Authorized Representative

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Steven B. Litvack

07/06/2023

Signature

Date

Steven B. Litvack

Print Name

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants. and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name. if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
- (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier
Sub awards

1. Type of Federal Action

2. Status of Federal Action:

3. Report Type: Contract Grant Cooperative Agreement Loan
 Loan Guarantee Loan Insurance Bid/Offer/Application Initial Award
 Post award
 Initial Filing Material Change: Year _____ Qtr _____ Date of last report

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹. Type of Federal Action: _____ 2. Status of Federal Action: _____ 3. Report Type: _____

- | | | |
|--------------------------|--------------------------|---------------------------|
| a. contract | a. bid/offer/application | a. initial filing |
| b. grant | b. initial award | b. material change |
| c. cooperative agreement | c. post-award | For Material Change Only |
| d. loan | | year _____ quarter _____ |
| e. loan guarantee | | date of last report _____ |
| f. loan insurance | | |

4. Name and Address of Reporting Entity: _____ Prime _____ 5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier _____ if known: Address of Prime:

Congressional District, if known: Congressional District, if known:

6. Federal Department/ Agency: 7. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known: 9. Award Amount, if known:

10. a. Name and Address of Lobbying Entity

(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a.)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):
_____ actual _____ planned _____

12. Form of Payment (check all that apply):

- a. cash
- b. In-kind, specify: nature _____ value _____

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.²

Signature Steven B. Litvack
 Print Name Steven B. Litvack
 Title President
 Telephone Number 201-645-1777 Date 07/06/2023

² Approved by OMB 0348-0046

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the 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 agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) 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 agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

Jersey College	ETP
Grantee/Contractor/Organization	Program/Title
Steven B. Litvack	07/06/2023
Name of Certifying Official Print Name and Sign	Date

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified

by identified by the DOL as of September 30, 2020 at: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>.

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do no come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any

institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

l. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (vwww.fvvs.Rov/officesl).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities: and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U S C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.eov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term: or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension

b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminate if Contractor

- 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or

2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse

must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09)

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7)

cc. Copeland "Anti-Kickback" ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. '1 352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

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

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource Broward and Contractor.

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of the Department for Economic Opportunity (hereinafter, DEO) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Investment Act (WIA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Contractor, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Contractor is aware that there is a DEO Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.

C. Contractor, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Contractor must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Contractor's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Agreement to CareerSource Broward.

D. Contractor shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Contractor will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Contractor will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit D. These forms shall be submitted to CareerSource Broward. Contractor shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer in need of system access so that

CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

F. Contractor agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Contractor, subcontractors and their employees may obtain access to information that is otherwise confidential; however, that access does not alter the confidential nature of the information. It is incumbent upon Contractor, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the DEO Intranet.

V. Indemnity:

Contractor is an independent contractor and shall carry out, exercise and execute its duties under this Agreement as an independent contractor. In discharging said duties and responsibilities, Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. Contractor agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

This Agreement may be terminated upon failure of either party to abide by the terms of the Agreement or for the convenience of the parties, within thirty (30) days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of Agreement:

This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Contractor

Name of Contractor:

Name of President or Officer: Steven B. Litvack

(Signature) Steven B. Litvack

(Title) President or Officer

(Date) 07/06/2023

ACCEPTED BY CareerSource Broward:

Name of President/CEO: CAROL HYLTON

(Signature) Carol Hylton

(Title) President/CEO

(Date) 07/10/2023

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

Steven B. Litvack

07/06/2023

Signature and Date

Steven B. Litvack

Printed Name

President

Title

Jersey College

Organization

SIGNATURE CERTIFICATE



REFERENCE NUMBER
E579787B-A25D-4F71-8D60-0BB5E014E485

TRANSACTION DETAILS

Reference Number
E579787B-A25D-4F71-8D60-0BB5E014E485

Transaction Type
Signature Request

Sent At
06/30/2023 15:33 EDT

Executed At
07/10/2023 10:23 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
11d5d61b5d45d171e7c1514c6bc7da7a7f01177ce02c628305dc6ccd5f791b63

Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Jersey College-Agreement No 2023-2026-Etp-11000

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jersey_college-agreement_no_2023-2026-etp-11000.pdf

Pages
39 pages

Content Type
application/pdf

File Size
260 KB

Original Checksum
383db435970c15002fea91d4b2009dc79449795d10d027ca0dcefaabcb395876

SIGNERS

SIGNER

Name
Julia Sergejeva

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jsergejeva@jerseycollege.edu

Signer Sequence
2

Components
1

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
241db531678f3b838611f903cd72a6881afb2b0137c0ba013bd7e27c3abe34e0

IP Address
67.83.71.48

Device
Chrome via Windows

Drawn Signature

Signature Reference ID
6E9EE88B

Signature Biometric Count
1

EVENTS

Viewed At
07/10/2023 10:22 EDT

Identity Authenticated At
07/10/2023 10:23 EDT

Signed At
07/10/2023 10:23 EDT

Name
Park Smith III

Email
psmith@jerseycollege.edu

Signer Sequence
1

Components
1

Status
signed

Multi-factor Digital Fingerprint Checksum
b9a524eb423a9716ed422851183c313b5f2914740b58cea74eb252d3ca36eb51

IP Address
173.54.186.5

Device
Chrome via Windows

Typed Signature

Signature Reference ID
1AC434F9

Viewed At
07/10/2023 09:22 EDT

Identity Authenticated At
07/10/2023 09:23 EDT

Signed At
07/10/2023 09:23 EDT

SIGNER**Name**

Steven B. Litvack

Email

slitvack@jerseycollege.edu

Signer Sequence

0

Components

31

E-SIGNATURE**Status**

signed

Multi-factor Digital Fingerprint Checksum

200e305e29e997cb2db292096dcbaf6118ea2600b570db0fd023c6d8bb3b72f37

IP Address

104.148.233.105

Device

Chrome via Windows

Typed Signature*Steven B. Litvack***Signature Reference ID**

FF5DD086

EVENTS**Viewed At**

07/06/2023 11:43 EDT

Identity Authenticated At

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AUDITS**TIMESTAMP**

06/30/2023 15:33 EDT

06/30/2023 15:33 EDT

07/06/2023 11:42 EDT

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07/06/2023 11:49 EDT

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07/10/2023 09:23 EDT

07/10/2023 10:22 EDT

07/10/2023 10:23 EDT

07/10/2023 10:23 EDT

AUDIT

Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'jersey_college-agreement_no_2023-2026-atp-11000.pdf' on Chrome via Windows from 67.23.70.69.

Steven B. Litvack (slitvack@jerseycollege.edu) was emailed a link to sign.

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Julia Sergeyeva (jsergeyeva@jerseycollege.edu) was emailed a link to sign.

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Julia Sergeyeva (jsergeyeva@jerseycollege.edu) signed the document on Chrome via Windows from 67.83.71.48.

SIGNATURE CERTIFICATE



REFERENCE NUMBER
004DEC92-C8FB-47B6-898C-533004834CEB

TRANSACTION DETAILS

Reference Number
004DEC92-C8FB-47B6-898C-533004834CEB

Transaction Type
Signature Request

Sent At
07/10/2023 10:36 EDT

Executed At
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Identity Method
email

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Signed Checksum
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Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Pe-Jersey College-Agreement No 2023-2026-Etp-11000-Signed-Certificate

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pe-jersey_college-agreement_no_2023-2026-etp-11000-signed-certificate.pdf

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41 pages

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application/pdf

File Size
402 KB

Original Checksum
249d4fc04b446ec5be41b92839c06b12261ab061a6d25ad1a643155d75652ae9

SIGNERS

SIGNER

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Moya Brathwaite

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mbrathwaite@careersourcebroward.com

Signer Sequence
2

Components
1

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
818749d8ac54d35ced426a3e0b898b4d5f071ba13ce8058251f72dbf7f78827a

IP Address
67.23.70.69

Device
Chrome via Windows

Typed Signature
Moya Brathwaite

Signature Reference ID
299361B4

EVENTS

Viewed At
07/11/2023 08:56 EDT

Identity Authenticated At
07/11/2023 08:56 EDT

Signed At
07/11/2023 08:56 EDT

Name
Michele Baldis

Email
mbaldis@careersourcebroward.com

Signer Sequence
1

Components
1

Status
signed

Multi-factor Digital Fingerprint Checksum
ac5bbe51a1e1411f74fc2388248a287ac897f0b3830d43b8bd686e230b14a266

IP Address
75.229.131.215

Device
Mobile Safari via iOS

Typed Signature
Michele Baldis

Signature Reference ID
8126AABA

Viewed At
07/10/2023 13:51 EDT

Identity Authenticated At
07/10/2023 13:52 EDT

Signed At
07/10/2023 13:52 EDT

SIGNER**Name**

Carol Hylton

Email

chylton@careersourcebroward.com

Signer Sequence

0

Components

4

E-SIGNATURE**Status**

signed

Multi-factor Digital Fingerprint Checksum

dc0db09578e43a70fe741ab2cd439412eb9a88d40f61dc8a64a44a7f1c9efbe8

IP Address

67.23.70.69

Device

Chrome via Windows

Typed Signature*Carol Hylton***Signature Reference ID**

A22F8665

EVENTS**Viewed At**

07/10/2023 11:47 EDT

Identity Authenticated At

07/10/2023 11:48 EDT

Signed At

07/10/2023 11:48 EDT

AUDITS**TIMESTAMP**

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07/10/2023 13:52 EDT

07/10/2023 13:52 EDT

07/11/2023 08:56 EDT

07/11/2023 08:56 EDT

07/11/2023 08:56 EDT

AUDIT

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Carol Hylton (chylton@careersourcebroward.com) was emailed a link to sign.

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Carol Hylton (chylton@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.

Carol Hylton (chylton@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

Michele Baldis (mbaldis@careersourcebroward.com) was emailed a link to sign.

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SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-ISY-8001

(PROGRAM YEAR 2024 – 2025)

BETWEEN

CAREERSOURCE BROWARD

AND

JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC.

UNIQUE ENTITY ID#	JEBEJB3P3UK3
FEDERAL AWARD IDENTIFICATION /	23A55AY000003
FEDERAL AWARD DATE	4/1/2023
TOTAL FEDERAL AWARD	\$2,324,084
FEDERAL AWARING AGENCY	USDOL
CFDA#	17.259
PASS THROUGH ENTITY	Florida Department of Commerce
CONTRACT OFFICER	Carol Hylton
CONTACT INFORMATION	2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309

This Workforce Innovation and Opportunity Act Sub-Grant Agreement is fully supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$2,324,084. Pursuant to the Steven's Amendment 100% of the funds support this program are federal funds.

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SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-ISKY-8001

(PROGRAM YEAR 2024 – 2025)

BETWEEN

CAREERSOURCE BROWARD

AND

JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC.

THIS SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-ISKY-8001, which was entered into the 27th day of June, 2024 by and between CAREERSOURCE BROWARD hereinafter referred to as "CSBD", the administrative entity and fiscal agent for the CareerSource Broward Council of Elected Officials (hereinafter "Council") and the Broward Workforce Development Board, Inc., (hereinafter "BWDB") having its principal office at 2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309 and JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC. hereinafter referred to as "SUB-GRANTEE", existing under and by virtue of the laws of the State of Florida as a not for profit entity, having its principal office at JA World Huizenga Center at the Lillian S. Wells Pavilion, 1130 Coconut Creek Blvd., Coconut Creek, FL 33066, to begin on the date this Agreement is executed by the parties and to terminate June 30, 2025.

RECITALS

WHEREAS, Broward County has been designated as a local workforce development area and CSBD is Sub-Grantee and the administrative entity for local workforce development area; and

WHEREAS, CSBD issued a Request for Proposal (RFP) in January 2024 seeking service providers for out of school and in school youth under the Workforce Innovation and Opportunity Act of 2014 (WIOA 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128); and

WHEREAS, SUB-GRANTEE responded to the RFP and was recommended for funding by the BWDB Youth Committee; and

WHEREAS, at their meeting on April 25, 2024, the CSBD governing boards approved an award of funds to SUB-GRANTEE to serve In-School youth;

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

ARTICLE 1

AGREEMENT PURPOSE

1.1 Purpose

It is the purpose of this Sub-Grant Agreement to state the covenants and conditions under which the Sub-Grantee will implement and provide workforce development services, as shall be described herein.

ARTICLE 2

DEFINITIONS

In addition to the definitions set forth in the Workforce Innovations and Opportunity Act of 2014, Public Law 113-128 (29 U.S.C. Sec. 3101 et seq., or as it may be amended, the Regulations promulgated there-under at 20 CFR 603 et seq. and 20 CFR Part 676 et seq., the Personal Responsibility and Work Opportunity Reconciliation Act 42 U.S.C. 601 et seq. and the Regulations promulgated there-under at 45 CFR Part 260, et al., and the Acts and regulations applicable to such other grant funding streams as are identified in this agreement and Sub-grantee's budgets attached hereto as Exhibit A, the following definitions are applicable to the program operated by the Sub-Grantee and to the terms and conditions of this Sub-Grant Agreement and any amendments hereto.

2.1 Academic Credit

Credit for education, training or work experience, applicable toward a secondary school diploma, a post-secondary degree, or an accredited certification of completion, consistent with applicable state law, regulations and policy, and the requirements of an accredited educational agency or institution.

2.2 Administrative Costs

All indirect and direct costs associated with the management of the programs funded by this Sub-Grant Agreement. They are costs, which do not directly and immediately benefit participants but are necessary for effective delivery of direct participant benefits. These costs are generally identified with supervision, management, fiscal and record keeping systems and are defined in accordance

with the regulations governing the funding streams made available to the Sub-grantee.

2.3 Allowable Costs

Those costs, which are necessary, reasonable and allowable under applicable federal, state and local law, for the proper administration and performance of the services to be provided under this Sub-Grant Agreement. In general, allowable costs are defined by 2 CFR §200.420 – §200.475.

2.4 Amendment

A modification to this Sub-Grant Agreement duly executed by the parties.

2.5 Apprenticeship Program

An officially authorized plan which sets forth the terms and conditions for the qualification, recruitment, selection, employment and training of apprentices.

2.6 Assessment

The process whereby applicants are interviewed to determine their employability, motivation, aptitude, abilities and interests in order to develop an individual service strategy for the attainment of the participant's career goals. Testing and counseling are a part of the assessment process.

2.7 Audit

A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Sub-grantee's financial operations are being properly conducted, financial reports are being presented fairly and the organization is in compliance with applicable laws and regulations. All Sub-grantees including commercial organizations pursuant to 20 CFR 200(b)(2)(ii) must submit an audit of the program funded under this Sub-Grant Agreement as is further delineated herein. For purposes of this Sub-Grant Agreement an Audit shall mean an audit conducted in accordance with 2 CFR 200 Subpart F (§200.500- §200.521)

2.8 Barriers to Employment

Characteristics which hinder an individual's ability to participate in the labor market.

2.9 Basic Skills Deficient

With respect to an individual:

- (a) who is a youth, the individual's English reading, writing, or computing skills are at or below the 8th grade level based upon their score on a generally accepted standardized test; or
- (b) who is a youth or adult, the individual is unable to compute or solve problems, read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

2.10 Broward Workforce Development Board, Inc.

The local workforce development board, which is also referred to as the BWDB, a 501 (c)(3) organization.

2.11 Case Management

Is a client-centered approach in the provision of services to assure they are aligned with an individual's assessment and follows the individual's service strategy or employment plan as agreed to with the individual to ensure access to the workforce activities and supportive services, needed for the individual to succeed.

2.12 Certificate

A certificate awarded in recognition of an individual's attainment of technical or occupational skills by (1) A state educational agency or a state agency responsible for administering vocational and technical education within a state. (2) An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community colleges, proprietary schools, and all other institutions of higher education that are eligible to participate in federal student financial aid programs. (3) A professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g., Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities. (4) A registered apprenticeship program. (5) A public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an

occupation or profession (e.g., FAA aviation mechanic certification, state certified asbestos inspector). (6) A program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons and (7) Institutions of higher education, which is formally controlled, or has been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes. Certificates awarded by workforce investment boards or their providers are not included in this definition. Work readiness certificates for employability skills training, success seminars or similar training are also not included in this definition.

2.13 Classroom Training

Training conducted in an institutional setting designed to provide individuals with the technical skills and information required to perform a specific job or group of jobs.

2.14 The Code of Federal Regulations

Also referred to as CFR. It is where regulations applicable to a federal grant program can be found. Regulations are also published in the Federal Register.

2.15 Commercial Organization

A private-for-profit entity.

2.16 Cost Allocation Plan

A plan, which identifies and distributes the cost of services provided by support staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category.

2.17 Cost Reimbursement Sub-Grant Agreement

This is a contract format, which provides for the reimbursement of all allowable costs, which have been identified and approved in the contract budget. It requires that the Sub-Grantee maintain the documentation necessary to support the cost. This contract is a cost reimbursement contract.

2.18 Countable Work Activity

For mandatory WTP participants, a work activity that satisfies the work requirement necessary to be included in the calculation of participation in a WTP program.

2.19 Credential

A nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates. Includes all state education agency recognized credentials.

2.20 Demand Occupation

This is an occupational area, which has been designated as in high demand in the Broward County labor market area.

2.21 Department of Children and Families

Also referred to as DCF.

2.22 Dislocated Worker

In accordance with the WIOA this is an individual who:

- (A) (i) has been terminated or laid off, or who has received a notice of termination or layoff, from employment
 - (ii) (1) is eligible for or has exhausted entitlement to unemployment compensation; or
 - (2) has been employed for a duration sufficient, as determined by CSBD to demonstrate, an attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a state unemployment compensation law; and
 - (iii) is unlikely to return to a previous industry or occupation;
- (B) (i) has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise;
 - (ii) is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or

- (iii) for purposes of eligibility to receive services, other than career services, training or support is employed at a facility at which the employer has made a general announcement that such facility will close;
- (C) was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters; or
- (D) is a displaced homemaker as defined in the WIOA.
- (E) (i) is the spouse of a member of the Armed Forces on active duty (as defined in section 101(d)(1) of title 10, United States Code), and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or
 - (ii) is the spouse of a member of the Armed Forces on active duty and who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

2.23 D.O.T. Codes

The nine-digit Dictionary of Occupational Titles code for a job or occupational title.

2.24 Eligible or Eligibility

Refers to an individual's status in relation to their ability to participate in a grant program.

2.25 Eligible Training Providers List (ETPL)

This is a list of approved training institutions compiled pursuant to WIOA requirements approved by the CSBD governing boards which institutions may provide training to a CSBD participant.

2.26 EmployFlorida

Also referred to as EF it is the Florida Commerce management information and data system.

2.27 Excess Revenue

This refers to revenues in excess of actual costs. All governmental and not-for-profit entities must report and return any excess revenue earned as a result of providing the services and activities under this Agreement.

2.28 Exit

A term which refers to an individual who is no longer considered a program participant and is reported in the State's information system as an individual who has "exited" from the program in which they were enrolled. Although considered "exited" if the participant is a youth, they may still be receiving support and/or follow up services.

2.29 FloridaCommerce

The State of Florida Department of Commerce formerly the Department of Economic Opportunity or "DEO."

2.30 Funding Stream

The term funding stream as used herein refers to the State and/or federal grants under which a program or activity is funded. Different funding streams are governed by varying pieces of legislation, statutes and regulations. The grants which comprise the funding streams applicable to this Sub-Grant Agreement are identified in the budgets attached hereto as Exhibits A. Sub-Grantee must comply with the federal and state requirements of each funding stream identified in their budget when executing their duties and responsibilities under this Sub-Grant Agreement.

2.31 Governor

The Chief Executive Officer of the State of Florida.

2.32 Individual Service Strategy (ISS)

An individual plan for a participant which includes an employment goal, achievement objectives, and the appropriate combination of services determined during the individual's objective assessment. The ISS includes the training and employability development plans for a participant.

2.33 Individual Training Account (ITA)

An amount set aside to pay for an individual to be able to attend occupational skills training provided by an ETP.

2.34 Industry Based Training

Also referred to as customized training. It is training designed to meet the special requirements of an employer or a group of employers and is conducted

with a commitment by the employer to employ an individual upon successful completion of the training; and for which the employer pays a percentage of the cost of the training.

2.35 In School Youth

An individual who is in secondary school and is between the ages of 14 – 21 or in post-secondary school at the time of their application for WIOA services, who has not yet reached the age of 24, and who meets WIOA eligibility criteria.

2.36 Low Income Individual

An individual who:

- A. Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance; or
- B. Is in a family with total family income that does not exceed the higher of:
 - a. The poverty line; or
 - b. 70 percent of the lower living standard income level, or
 - c. Is a homeless individual as per the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), or a homeless child or youth (as per the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2))); or
 - d. For purposes of in-school youth programs receives or is eligible to receive a free or reduced-price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.); or
 - e. Is a foster child on behalf of whom State or local government payments are made; or
 - f. Is an individual with a disability whose own income meets the income requirement of i or ii above, but who is a member of a family whose income does not meet this requirement.

2.37 Lower Living Standard Income Level

Is the income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget.

2.38 Occupational Training

Training defined by using the first three digits of the Dictionary of Occupational Titles (DOT) code or a five-digit code as defined by the OES.

2.39 Offender

An adult or juvenile who is or has been subject to any stage of the criminal justice process, or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

2.40 OJT

On-the-Job-Training. All OJT is subject to the CSBD policies governing OJT.

2.41 Out of School Youth (OSY)

An individual eligible for WIOA services, who is 16 years of age or older who has not yet reached their 24th birthday and is not attending secondary or post-secondary school and has not attended secondary or post-secondary school for the semester immediately prior to their seeking enrollment into WIOA as an OSY. Youth enrolled in an alternative education or GED program at the time of application for WIOA services are considered to be OSY. Youth enrolled in drop out recovery are considered to be in-school youth for purposes of WIOA.

2.42 Participant

An individual who has been determined eligible for receipt of the services to be provided under this Sub-Grant Agreement.

2.43 Personal Responsibility and Work Opportunity Reconciliation Act

The Personal Responsibility and Work Opportunity Reconciliation Act shall be referred to as the PRWOR 42 U.S.C. 601 et seq. (PRWOR). In Florida, the PRWOR is enacted through the Workforce Innovation Act, Chapter 445 of the Florida Statutes and is referred to as the Welfare Transition Program or "WTP".

2.44 PELL Grant

Federal education grants targeted to assist low-income individuals. Entities, which are PELL eligible, must coordinate PELL assistance with WIOA funds. For OSY enrolled in training, PELL funds must be used before applying for WIOA assisted training.

2.45 Post-Secondary Institution

An institution as defined in the Higher Education Act of 1965.

2.46 Pre-Test and Post Test

Written evaluative instruments, which measure a participant's skill level at entry into and at completion of training.

2.47 Profit

An amount in excess of the cost necessary to operate a program. Profit is allowable under a cost reimbursement Sub-Grant Agreement to the extent it is reasonable as determined during contract negotiations. It includes that amount which is associated with proprietary materials included in the cost of the program. Profit may be allocated among the cost categories. Profit may only be earned by private-for-profit organizations.

2.48 Program

The activities and services to be provided by Sub-Grantee under and pursuant to this Sub-Grant Agreement.

2.49 Program Costs

Personnel and non-personnel costs related to the provision of services to participants under a WIOA funded contract. Costs include the salaries, fringe benefits, equipment, supplies, space, staff training, transportation and other related costs of personnel providing training, component supervisors, coordinators, clerical staff working on direct training activities or functions, instructional materials and equipment used by or for participants, classroom training space, utility costs, insurance, commercially available training packages, tuition, and OJT reimbursements.

2.50 Program Year

The program year is July 1 to June 30.

2.51 Program Income

Interest earned on any advances under this Sub-Grant Agreement or income generated by a contract funded by WIOA as a result of the use or fees charged for the rental of real or personal property, or fees for services performed or conferences, or the sale of commodities or items developed with contract funds, or from the participants' activities under the contract except for OJT or revenue in excess of costs earned by organizations other than commercial organizations.

2.52 Retention

The period an individual remains in an unsubsidized job following job placement or in the case of a WIOA youth, the period the youth remains in a job, the military, post-secondary school or advanced training following exit from the program. The calculation for determining whether the retention period has been met is dictated by the performance measure calculation provided by the state or the federal agency with oversight over the funding stream under which the participant is being served.

2.53 Service Provider

This is the sub-recipient, Sub-Grant recipient, sub-grantee, provider or contractor.

2.54 Slot

A training or employment position, which one or several participants may occupy at different times within the same contract period.

2.55 Stand In Costs

Costs paid from non-federal sources, which may be used to stand in for a disallowed cost as a result of a monitoring or audit finding of a disallowed cost. To be considered stand-in costs must be reported as uncharged program costs and must have been allowable under the grant regulations for the program under which they are proposed to stand-in. They are subject to verification through audit. In order to use in kind costs to stand in for a disallowed cost, State of Florida and federal oversight agency approval must be obtained.

2.56 Sub-Grantee

JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC.

2.57 Support

Personnel and non-personnel costs for services such as transportation, childcare, dependent care, housing, and needs-related payments related to the provision of support services to participants necessary for the participant to take part in an activity funded under this Sub-Grant Agreement. The various funding streams under which an individual may be served may limit support.

2.58 Tuition

Charges for education provided by an institution of higher education as defined by the Higher Education Act of 1965 Section 1201(a), or a proprietary institution of higher education, as defined by the Higher Education Act of 1965 Section 481(b), that are not more than the charges for such training made available to the general public.

2.59 The United States Department of Labor

Also referred to as DOL or USDOL.

2.60 The Workforce Innovation and Opportunity Act of 2014

Also referred to as WIOA, 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128.

2.61 Work Activity Plan

A plan, which details when specific elements of performance will be achieved by the Sub-Grantee and/or attained by a participant during training. If required and attached as an Exhibit, the work activity plan is an integral part of the contract budget and non-compliance with negotiated time frames and performance levels may result in a determination of non-performance under an agreement.

2.62 Work Experience

A short term or part time work assignment in order to provide a participant with good work habits and basic work requirement skills. The Participant's ISS should identify the length of time which should be justified by the hours needed to provide the training. The work experience must be contextual to the training. For WIOA work experience may be at a for-profit or a private-not-for-profit or governmental entity site. For WTP, work experience is done through community service and may only be at a private-not-for-profit or governmental site.

END OF ARTICLE 2

ARTICLE 3

FISCAL MANAGEMENT

3.1 General Terms

3.1.1 Funding Independent from Consortium Members.

It is agreed that all funds made available to the Sub-Grantee are funds granted to CSBD from the State of Florida under WIOA or other state and federal grants and are not from funding sources of any member of the Council or BWDB.

3.1.2 Compliance with Federal and State Requirements.

The Sub-Grantee agrees to implement this Sub-Grant Agreement in accordance with the federal, state and local laws, regulations, policies, and procedures applicable to the funding streams identified in Sub-grantee's budget. Sub-Grantee understands that nothing in this Sub-Grant Agreement will relieve Sub-Grantee from adherence to applicable federal, state, and local laws and regulations. Any conflict or inconsistency between the above and this Sub-Grant Agreement will be resolved in favor of those laws, regulations, policies, and procedures.

Allowability and allocation of costs to the cost categories shall be governed by 2 CFR 200 et. seq., the federal regulations governing federal funding streams, FloridaCommerce, CSBD policies, and the budget attached to this Sub-Grant Agreement as Exhibit A. Any conflict or inconsistency between the above and this Sub-Grant Agreement will be resolved in favor of those laws, regulations, policies and procedures. This section shall be construed to allow for CSBD to impose restrictions more limiting than those required by said laws, regulations, policies and regulations.

3.2 Compensation

3.2.1 Total Compensation

- a. The compensation awarded for the OSY program funded under this Sub-Grant agreement shall be One Hundred and Sixty Thousand Dollars and zero cents (\$160,000.00), for the period July 1, 2024 through June 30, 2025 in accordance with the budget attached hereto as Exhibit A.

- b. Any funds not expended for the period July 1 through June 30, of each program year during which this Sub-Grant Agreement is in effect may not be used to support the programs funded under any amendment extending this Sub-Grant Agreement for a successive program year.
- c. If Sub-Grantee is a commercial organization and has included profit as a part of a line-item budget, Sub-Grantee shall not be entitled to be paid for that line item until all goods and/or services under this Sub-Grant Agreement have been received. This clause is subject to any additional limitations contained in this Sub-Grant Agreement.
- d. CSBD reserves the right to use Welfare Transition Program grants to fund all or a part of the program and activities to be provided by Sub-grantee under this sub-grant agreement based upon the availability of funds to CSBD. In the event some or all program activities to be provided under this Sub-grant Agreement are funded with WTP funds Sub-grantee agrees to enter participant data into the State of Florida "OSST" system as well as in to the state EF system.

3.2.2 Payments Limited to the Program and Cost Reimbursement Budget

- a. Funds will be made available to Sub-Grantee on a cost reimbursement basis for allowable costs as defined by federal, state and local laws and guidelines and in accordance with the line-item budget limitations within each cost category of the budget attached hereto as Exhibit A.
- b. Funds awarded under this Sub-Grant Agreement or an amendment to this Sub-Grant Agreement shall also be limited to:
 - i. The operation of the program described and in accordance with the terms and conditions set forth herein; and
 - ii. The period for performance as stipulated in the introductory clause of this Sub-Grant Agreement or as it may be amended.
 - iii. The terms and conditions of this Sub-Grant Agreement, including the supporting detail and positions approved in the budget attached to this Sub-Grant Agreement as Exhibits A. Line items not described in Exhibit A will not be subject to reimbursement, this includes but is not limited to the specific costs related to supplies, materials, printing, equipment, increases or changes to staffing, wages and/or fringe benefits, bonuses, incentive payments, or mileage in excess of the CSBD mileage reimbursement policy or as approved by CSBD.

3.3 Fiscal Controls

3.3.1 Maintenance of Fiscal Records in Accordance with GAAP

Sub-Grantee agrees to maintain their books and records in accordance with Generally Accepted Accounting Principles, (GAAP), and to institute fiscal controls as established by CSBD from time to time so as to be able to satisfactorily account for all monies spent in order to perform their obligations under this Sub-Grant Agreement.

3.3.2 Segregation of Sub-Grant Agreement Funds

Sub-Grantee shall keep program funds segregated from other funds belonging to Sub-grantee's organization by maintaining separate bank accounts and/or separate ledgers.

3.3.3 Prohibition Against Advances

In no case shall Sub-Grantee be paid in advance of work performed or services rendered.

3.3.4 Sub-Grantee Responsible for Actions of Employees and Representatives

Sub-Grantee shall be responsible for the actions of its representatives, employees, and instructors with regard to all aspects of the Sub-grantee's program including, but not limited to, program implementation, the certification and submission of time and attendance records, invoices, submission and verification of financial reports, and maintenance of records.

3.3.5 Access to Records Prior to Funding

Upon demand and/or within thirty (30) days prior to funding any program or service, Sub-Grantee shall allow CSBD to evaluate Sub-Grantee's fiscal and personnel systems in order to be assured of Sub-Grantee's capability to manage the program or project funded by this Sub-Grant Agreement or any amendment hereto.

3.3.6 Sub-Grantee Obligation Regarding Training and Support Funds

- a. To assure expenditure requirements are met for the various funding streams and that funds are not over obligated beyond what CSBD has available for each program year Sub-Grantee is responsible for obligating funds which shall be reimbursed or paid to a third party by

CSBD. This includes but is not limited to participant support services, work experience wages, tuition payments, and similar types of costs.

- b. Sub-Grantee may be requested to provide CSBD with a weekly report regarding the detail of those obligations. The report shall be provided to the CSBD Sr. Vice President of Operations, in a format and containing information as required by CSBD. Failure to provide the report and resultant over obligations beyond funds budgeted by CSBD for these third-party services will become Sub-grantee's responsibility for payment. Sums obligated by Sub-Grantee in excess of the amounts budgeted by CSBD will be deducted from invoices due Sub-Grantee and/or will have to be reimbursed to CSBD by Sub-Grantee should Sub-grantee's invoices be insufficient to cover the expense.

3.4 De-obligation and Failure to Perform

3.4.1 De-obligation for Non-Performance

CSBD may de-obligate or redistribute the funds under this Sub-Grant Agreement or any amendment hereto, to alternate Sub-Grantees to the extent that either the Sub-Grant Agreement is fully or partially terminated, the Sub-Grantee is not able to perform effectively, or Sub-Grantee's total program costs will not be expended in accordance with the amount of funds awarded under this Sub-Grant Agreement.

3.4.2 Funds Limited to the Sub-Grant Agreement Program

Funds accrued or allocated to the Sub-Grantee under this Sub-Grant Agreement or any amendment to this Sub-Grant Agreement cannot be used by the Sub-Grantee to support other programs operated by the Sub-Grantee even under a different Sub-Grant Agreement or amendment with CSBD.

3.4.3 Sub-Grant Agreement Contingent Upon CSBD's Receipt of Funds

- a. This Sub-Grant Agreement is subject to the appropriation of funds by the Florida Legislature. Florida Statutes, Section 287.0582.
- b. Sub-Grantee agrees and understands that funds allocated to the Sub-Grantee under this Sub-Grant Agreement or any amendment or modification hereto are contingent upon CSBD's receipt of the federal grant funds under which this Sub-Grant Agreement is funded. CSBD, therefore, reserves unto itself the right to unilaterally de-obligate, modify or amend Sub-grantee's budget in proportion to CSBD's funding level and at the sole discretion of CSBD or if necessary, to

suspend or terminate this Sub-Grant Agreement or any amendment hereto instantaneously and as may be necessitated by CSBD's funding levels. Any de-obligation, modification or amendment of the funds allocated in the Sub-grantee's Sub-Grant Agreement, or any amendment hereto, shall be effective upon notification to the Sub-Grantee by CSBD. CSBD shall provide Sub-Grantee thirty (30) days' notice or in the event CSBD receives less than thirty (30) days' notice CSBD shall provide such notice as CSBD receives from its funding sources. In such instances, costs will be reimbursed up to the date of cancellation only; thereafter, neither CSBD nor Sub-Grantee shall have any obligation to complete or otherwise continue the Program.

- c. Sub-Grantee's funding shall be subject to the de-obligation policy adopted by the State. To the extent that Sub-Grantee expenditure rates result in the de-obligation of funds allocated to CSBD by the State, this Sub-Grant Agreement may be unilaterally amended to reduce the total funds available in proportion to the funds de-obligated.

3.4.4 Sub-Grantee Salaries

Sub-Grantee salary and bonuses paid with federal funds may not exceed Federal General Services Administration published Executive Level II salaries. The annual limits are published on the OPM.gov website (<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/executive-senior-level/>) and USDOL Training and Employment Guidance Letter No. 5-06.

3.5 Method of Payment

3.5.1 Invoicing.

- a. In order to receive payment Sub-Grantee shall submit an invoice to CSBD within fifteen (15) working days following the end of each month. Invoices are generally paid within thirty (30) days of receipt.
- b. Invoices submitted more than fifteen (15) days following the termination of the CSBD program year, which is June 30 of each year, will be honored at CSBD's discretion.
- c. The invoice shall be for allowable costs as described in Sub-Grantee's budget and as governed by the rules applicable to the funding streams and grants awarded to Sub-Grantee.

- d. The invoice must be accompanied by all documentation necessary to substantiate the expenses for which Sub-Grantee is seeking reimbursement.
- e. Invoices containing costs not supported by the proper documentation or items not detailed in Sub-Grantee's line-item budget shall be paid minus the expenditures lacking the documentation or not included with the submission of the invoice.
- f. Accuracy and timeliness of the invoices shall be a factor in recommendations made to the CSBD governing boards.

3.5.2 Invoice Errors

- a. Sub-Grantee shall be trained on the correct way to submit invoices for reimbursement of expenses. Following the training, Sub-Grantee will receive a written notice from CSBD for Sub-Grantee invoices which:
 - i. Contain mathematical errors, or
 - ii. Seek reimbursement for items not covered by the budget, or
 - iii. Are submitted late, or
 - iv. Are not accompanied by the appropriate supporting documentation.
- b. If after training and a written notice an invoice is submitted to CSBD with one of the faults described in paragraph a above sub-recipient's inability to provide correct invoices will be reported to the CSBD governing boards at the time that contract renewal is considered.

3.5.3 Reimbursement of Purchases

In the case of a request for reimbursement of costs incurred in the acquisition or leasing of capital and expendable equipment as approved by CSBD, Sub-Grantee shall be required to comply with Article 3, Section 3.7, Property Management, of this Sub-Grant Agreement. All capital expenditures must be approved by CSBD in advance and shall be subject to the rules set forth in 2 CFR 200 as they apply to capital expenditures. Funds under this Sub-Grant Agreement may not be used for the purchase in whole or in part of real property.

3.5.4 Required Documentation for Submission of Invoices

Sub-Grantee agrees to maintain and provide the following documentation to CSBD, along with Sub-grantee's invoice for payment. Sub-Grantee understands that invoices submitted without the below described documentation will not be honored.

- a. For mileage reimbursement requests, Sub-Grantee shall use the CSBD mileage form or their own form which contains the same information. Mileage from home to work will not be reimbursed. Sub-Grantee is limited to the CSBD rate when reimbursing its staff for mileage.
- b. For staff payroll reimbursement requests, Sub-Grantees submit time sheets and payroll information. Sub-Grant recipients who do not have certified payroll systems in which the payroll register is supported by time sheets must establish a sign-in system. Time sheets shall reflect time allocated across cost categories, contracts or other activities, whether paid for by CSBD or not.
- c. In general, Sub-Grantee must submit copies of the front and back of cancelled checks where applicable of a copy of the electronic payment to substantiate their expenditures in order to be reimbursed. For purchases, Sub-Grantee shall also submit all procurement documentation, and a copy of the front and back of the cancelled check applicable to the procurement.
- d. For proprietary materials such as books and supplies, Sub-Grantee shall provide signed receipts from students acknowledging delivery of the materials for which CSBD is being charged, along with the front and back of cancelled checks where appropriate.
- e. For reimbursement of rental and utility charges, Sub-Grantee shall provide a copy of the lease and, as appropriate, a copy of the entire phone bill, utility bill, and/or rental Sub-Grant Agreement along with the front and back of the cancelled check.
- f. Sub-Grantee may be requested to provide access to participant case notes, participant progress reports and competency tests.

3.5.5 Credits

- a. In the event Sub-Grantee requests a reimbursement for a security deposit on leased equipment or space or other good or service, which payment will be reimbursed to Sub-Grantee at a later date or makes a

payment in advance for a good or service for which a credit is later due Sub-grantee, or receives a credit or discount for an over payment or an aggregated volume purchase or any other discount or reduction in cost, Sub-Grantee shall report such credit, discount or return of payment or overpayment to CSBD and shall be responsible for returning the funds to CSBD.

- b. CSBD reserves the right to deduct such credits, discounts or return payments due or paid to Sub-grantee, from any outstanding invoice under this Sub-Grant Agreement or any Sub-Grant Agreement in force between CSBD and the Sub-Grantee at the time of identification of the credit, returned payment, discount or other financial benefit made available to Sub-Grantee as a result of funds made available to Sub-Grantee under this Sub-Grant Agreement. CSBD's right to such credits, discounts or return payments are in addition to any other rights or remedies accruing to CSBD under this Sub-Grant Agreement and shall survive the termination of this Sub-Grant Agreement.

3.5.6 Changes to the Budget

Any change to the budget requires a written request from Sub-Grantee, approval by CSBD and the execution of a Sub-Grant Amendment.

3.5.7 Release of Claims Upon Final Payment

The Sub-grantee, upon final payment of amounts due under this Sub-Grant Agreement, less any credits, refunds, or rebates due to CSBD, hereby releases and discharges CSBD from any financial claims arising from this Sub-Grant Agreement.

3.6 Payment Adjustments/Suspensions

3.6.1 Reimbursement of Non-Budgeted and Unallowable Costs

CSBD shall not reimburse or pay any expenditures, costs, or payments for goods and/or services to Sub-Grantee which are found to be unallowable, or which are found to be inconsistent with the last approved budget; provided, however, that said budget may be revised for more efficient and effective use of monies available under the Sub-Grant Agreement upon written request by the Sub-Grantee to CSBD and written approval thereof by CSBD in advance of the expenditure.

3.7 Property Management

3.7.1 Property Use Limited to the Program

- a. Property leased or purchased with grant funds, including personal or real property shall only be used in implementing the CSBD programs funded by this Sub-Grant Agreement or any amendment hereto. Title to property purchased with funds made available through this Sub-Grant Agreement shall vest with the State of Florida and/or CSBD and the property shall be returned to CSBD upon termination of this Sub-Grant Agreement.
- b. Sub-Grantee shall not use contract funds to purchase a part or portion of personal property.
- c. In the event that Sub-Grantee enters into a lease for real property with funds under this Sub-Grant Agreement:
 - i. Sub-Grantee shall assure the lease contains a deobligation clause similar to that contained in this Sub-Grant Agreement.
 - ii. The lease shall not obligate CSBD.
 - iii. If the lease is for a facility owned by Sub-Grantee, then lease payments shall be limited in amount in accordance with the 2 CFR 200.

3.7.2 Sub-Grantee Procurement Requirements

- a. Sub-Grantee agrees to adhere to the requirements set forth in 2 CFR 200.320 in the procurement of goods and services under this Sub-Grant Agreement.
- b. Sub-Grantee shall secure CSBD's written approval for the purchase of items not included in Sub-Grantee's budget.
- c. Sub-Grantee shall avoid all conflicts of interest either real or perceived in the procurement of goods and services with contract funds and in the execution of their obligations under this Sub-Grant Agreement.

3.7.3 Sub-Grantee Use of Alternative Procurement System

If Sub-Grantee's purchasing and procurement system is more stringent than that required by 2 CFR 200.320 Sub-Grantee may utilize their procurement system.

3.7.4 Sub-Grantee's Failure to Produce Records

Sub-Grantee expressly agrees that it shall reimburse CSBD for any funds expended under this Sub-Grant Agreement or amendment hereto when the Sub-Grantee does not nor cannot produce the documents required to demonstrate that the procurement requirements of this section have been followed or to support/ substantiate that the goods and/or services procured and/or purchased have been received.

3.7.5 Inventory Tags

Upon receipt by CSBD of Sub-grantee's invoice for the purchase of property with CSBD funds, CSBD shall provide Sub-Grantee with inventory tag numbers which tags shall be affixed to the property.

3.7.6 Insurance Coverage for Property

- a. Sub-Grantee shall provide insurance coverage for all property purchased with CSBD funds in the event of loss or damage and shall list CSBD as the named insured with regard to such property.
- b. Any loss, theft, or damage to CSBD/State property, along with the property's inventory tag number shall be reported to CSBD and the local police department as soon as possible following discovery of the loss, theft, or damage, but in any case, not later than thirty (30) days following the actual loss, theft, or damage.
- c. Any recovery made by Sub-Grantee following a report to Sub-Grantee's insurer of the loss, theft, or damage shall be reported to CSBD. CSBD will then inform Sub-Grantee as to whether or not it may use the funds to replace the property or whether the monies should be returned directly to CSBD.

3.7.7 Requirement to Provide a Physical Inventory

Thirty (30) days prior to the end of this Sub-Grant Agreement, Sub-Grantee shall present CSBD with a physical inventory of all property located in or out of the CSBD, One-Stop Centers purchased with CSBD funds by Sub-Grantee or CSBD. The physical inventory shall contain a reference to the Sub-Grant Agreement under which funds were allocated for the purchase along with the CSBD inventory tag number.

3.7.8 Requirement to Return Property

Within thirty (30) days of the termination of this Sub-Grant Agreement or any amendment hereto under which the property was purchased, Sub-Grantee shall return all property purchased with funds under this Sub-Grant Agreement or any amendment hereto to CSBD except where Sub-Grantee and CSBD agree in writing that Sub-Grantee may continue to utilize such property for another WIOA, WTP or other grant funded activity.

- a. Sub-Grantee shall inform CSBD in writing by entering a "Track-It" within twenty-four (24) hours of the termination or resignation of any personnel whose salary is in whole or in part paid for under this Sub-Grant Agreement so that their access to the CSBD network can be terminated,
- b. Sub-Grantee shall ensure that any equipment issued which was purchased with funds provided by CSBD or any equipment placed on Sub-grantee's site by CSBD is collected from a terminated employee prior to their departure.

3.8 Sub-Grant Agreement Closeout

3.8.1 Sub-Grantee shall comply with all provisions of CSBD's Sub-Grant Agreement Closeout Procedures.

3.8.2 Closeout of the program funded under this Sub-Grant Agreement upon termination of this Sub-Grant Agreement shall be performed in accordance with the terms and conditions of WIOA and state regulations and procedures. Except as expressly waived by CSBD, closeout shall be completed prior to final payment for services performed pursuant to this Sub-Grant Agreement. Sub-Grantee shall provide CSBD such information and materials within such time periods as CSBD may require, necessary to complete closeout in accordance with applicable federal and state regulations and procedures.

3.9 Duplicate Funding

3.9.1 Prohibition Against Double Payments

Sub-Grantee costs or earnings claimed under this contract may not also be claimed under another contract or grant from another agency.

3.9.2 Multiple Funding Sources

Sub-Grantee shall utilize a cost allocation methodology which assures that CSBD is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this Sub-Grant Agreement. The cost allocation plan and supportive documentation shall be included in the audit of Sub-grantee's program.

END OF ARTICLE 3

ARTICLE 4
GENERAL CONDITIONS

4.1 Sub-Grantee's Request for Proposal Response

4.1.1 Adherence to the Terms and Conditions of the RFP

- a. Sub-Grantee understands and agrees to adhere to the commitments and requirements established under CSBD's formal Request for Proposal Process and the Request for Proposals Response document, incorporated by reference.
- b. To the extent that any terms or conditions conflict with the terms and conditions as stated in this Sub-grant Agreement the language of the Sub-grant Agreement shall control.

4.2 Political Activity

4.2.1 Application of the Hatch Act

None of the funds or services under this Sub-grant Agreement shall be used for any partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) or the Federal Election Campaign Act, as amended (2 USC section 431).

4.2.2 Partisan and Nonpartisan Activities

No participant or employee whose salary is funded in whole or in part by this Sub-grant Agreement may engage in partisan or nonpartisan political activities during the hours for which the participant or employee is paid with federal grant funds.

4.2.3 Prohibition Against Acting as a Spokesperson for CSBD

No participant or employee whose salary in whole or in part is paid for with funds made available under this Sub-grant Agreement, may at any time, engage in partisan political activities in which such participant or employee represents himself/herself as a spokesperson for CSBD or the program funded under this Sub-grant Agreement.

4.2.4 Placement of Participant or Employees in Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Sub-grant Agreement shall be employed or out stationed in the office of a member of Congress or state or local legislator or on the staff of a legislative committee or in the office of any local elected official(s) of a state or a unit of local government without CSBD's express written approval.

4.2.5 Out Stationing to Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Sub-grant Agreement may be employed or out stationed in positions involving political activities.

4.3 Religious Activity

4.3.1 Prohibition Against Religious Activity

There shall be no religious worship, instruction, or proselytizing as a part of or in connection with the performance of Sub-Grantee's obligations under this Sub-grant Agreement.

4.3.2 Prohibition of Use of Funds for Religious Activities

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto in support of any religious activity or in support of any anti-religious activity. Participants shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

4.3.3 Compliance with the Jessica Lunsford Act

In accordance with Sub-Grantee and State of Florida, requirements CSBD agrees to comply with the Jessica Lunsford Act which consists of a level II background screening via fingerprinting of staff who will visit the program on school grounds when students are present. CSBD will comply with the requirements of the law at Florida Statute sec. 1012.465 and Section 1012.32 Florida Statutes.

4.4 Non-Discrimination

4.4.1 Compliance with Title VI of the Civil Rights Act

Sub-Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended, which prohibits discrimination on the basis of race, color and national origin. In implementation Sub-Grantee agrees to comply with Executive Order 11246 as amended by Executive Order 11375 as well as with section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended.

4.4.2 Compliance with Age Discrimination Laws

Sub-Grantee must comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which protects individuals who are forty (40) years of age or older.

4.4.3 Compliance with the Rehabilitation Act

Sub-Grantee agrees to comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended which prohibits discrimination against qualified individuals with disabilities.

4.4.4 Compliance with Title IX of the Education Amendments of 1972

Sub-Grantee agrees to comply with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs.

4.4.5 Compliance with the Americans with Disabilities Act

Sub-Grantee agrees to comply with applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), in the course of providing services funded in whole or in part by this Sub-grant Agreement.

4.4.6 Compliance with WIOA Non-Discrimination Requirements

If Sub-Grantee is funded to provide WIOA services Sub-Grantee agrees to the requirements of WIOA Section 188 as follows:

- a. Prohibition of Discrimination Regarding Participation, Benefits, and Employment.

No individual is excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any funded 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.

b. Prohibition of Discrimination on the Basis of Participant Status

No person may discriminate against an individual who is a participant in a program or activity that receives funds under this Sub-grant Agreement, 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.

c. Prohibition on Discrimination Including Prohibition on Discrimination Against Certain Non-Citizens

Sub-Grantee agrees not to discriminate 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. Participation in WIOA programs and activities shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

d. Application of USDOL Non-Discrimination Requirements

Sub-Grantee shall comply with 29 CFR part 37, 41 CFR part 6 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.

e. Harassment Free Workplace

Sub-Grantee shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The Sub-Grantee agrees to insert a similar provision in all subcontracts. Public Law 105-220, section 188.

4.4.7 Complaint Procedures

Sub-Grantee agrees to be governed by the complaint and compliance requirements as set forth in 29 CFR parts 31, 32 and 34 with respect to discrimination and equal opportunity requirements.

4.5 Grievances and Grievance Procedures

4.5.1 Sub-Grantee agrees to provide CSBD program participants access to the CSBD grievance procedures with respect to a non-criminal grievance or complaint arising in connection with WIOA programs operated by Sub-Grantee other than civil rights complaints. Sub-Grantee agrees to be bound by any decision arrived at as a result of taking part in the procedure. With respect to WIOA participants, the final resolution of the grievance must be within sixty (60) days of the filing of the formal grievance or complaint as per the WIOA Regulations.

4.5.2 Sub-Grantee agrees to comply with the grievance procedures applicable to Providers in the event of a grievance with respect to CSBD.

4.5.3 Whenever CSBD forwards or notifies Sub-Grantee of customer complaints about the workforce system received from the State or other external sources Sub-Grantee shall assist CSBD in investigating the complaint in a timely manner, and agrees to take appropriate action to resolve the complaint as shall be determined by CSBD.

4.5.4 Hearings regarding grievances in which a finding is made in Sub-Grantee's favor are subject to state and federal approval and Sub-grant Agreement. If the State and/or federal oversight entity does not agree with the finding, whether it is regarding a participant complaint or a questioned or disallowed cost as a result of a monitoring or audit finding, Sub-Grantee shall comply with the State or federal determination and in the event of a questioned or disallowed cost Sub-Grantee shall be liable to CSBD for repayment of the cost which has been questioned or disallowed.

4.6 Communications, Program Names, Signage, Publicity and Publication

4.6.1 Sub-Grantee may not undertake any publicity or publish for public consumption any results or information about its program or the participants without prior review by the CSBD President/ CEO. All radio and television announcements/advertisements and general newspaper articles and advertisements must be coordinated through CSBD's

Executive Department, and must indicate that the program is funded by the BWDB, Inc., and the CSBD Council of Elected Officials through funds made available through the State of Florida and the applicable grant funding stream. This requirement includes all participant forms, announcements, manuals, handbooks and other informational materials produced by Sub-Grantee.

4.6.2 Any public outreach using marketing materials such as but not limited to brochures, flyers, articles, presentations, electronic communiqués, promoting a CSBD funded program must be coordinated with and approved by the CSBD President/CEO or their designee. All media outreach efforts regarding CSBD funded programs must be done in conjunction with and must be coordinated with and approved by the CSBD Vice President of Communications.

4.6.3 Communications, oral or written, between Sub-Grantee and CSBD and/or its governing boards shall be initiated through contact with the CSBD President/CEO prior to making any contact with the members of the CSBD governing boards.

4.6.4 In order to comply with the Steven's Amendment when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing the program funded in whole or in part by this sub-grant, Sub-Grantee shall include: 1) The percentage of the total costs and the dollar amount financed with funds under this Sub-grant and 2) The amount of non-federal contribution to the grant.

4.7 Sub-awards and Sub-contractors

4.7.1 Prohibition Against Assignment and Subcontracting

Sub-Grantee shall not assign, delegate, sub-grant, subcontract or in any way transfer any of its rights or responsibilities or any part of the work or services to be provided for under this Sub-grant Agreement without CSBD's prior written approval.

4.7.2 Subcontracts Must Be in Writing

Services approved for sub-granting or subcontracting shall be specified by a written Sub-grant Agreement and shall be subject to each provision of this Sub-grant Agreement. A copy of the subcontract shall be provided to CSBD upon request.

4.7.3 Subcontracts and Sub-awardee's Subject to Applicable Laws

All subcontracts shall be subject to the federal, state, and local laws and regulations governing the grant funds awarded to Sub-Grantee under this Sub-grant Agreement.

4.7.4 Subcontracts Subject to Procurement Requirements

Selection of subcontractor(s) is subject to the procurement requirements described in this Sub-grant Agreement.

4.7.5 Notice of Actions Involving Subcontractors

The Sub-Grantee shall give CSBD immediate notice in writing of any action or suit filed, or of any claim made against the Sub-Grantee by any subcontractor or vendor which in the opinion of the Sub-Grantee may result in litigation, related in any way to this Sub-grant Agreement or any amendment hereto.

4.8 Notice

4.8.1 Notice to CSBD

All notices required to be given to CSBD under this Sub-grant Agreement shall be sufficient when hand delivered or mailed or delivered by same-day courier, or on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested, or upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS), to CSBD at its office at 2890 W. Cypress Creek Road, Ft. Lauderdale, FL 33309, addressed to the CSBD President/CEO with a copy to be forwarded to the Vice President of Operations.

4.8.2 Notice to Sub-Grantees

All notices required to be given to the Sub-Grantee under this Sub-grant Agreement shall be sufficient when hand delivered or mailed or delivered by same-day courier, or on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested, or upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS), to the Sub-Grantee at its office located as stated on page one (1) of this Sub-grant Agreement.

4.9 Assurances and Certifications

Sub-Grantee understands that CSBD is bound and must comply with the Assurances and Certifications appended hereto as Exhibit D.

4.10 Integration

4.10.1 Exhibits

The parties hereto agree and understand that the words and figures contained in the following list of documents are incorporated by reference, and are as fully a part of this Sub-grant Agreement as if such documents were set forth verbatim and at length herein.

- a. Exhibit A – The OSY Budget
- b. Exhibit B - Individual Nondisclosure Confidentiality Certification
- c. Exhibit C – State Data Sharing Sub-Grant Agreement (Non- Disclosure and Confidentiality Sub-grant Agreement)
- d. Exhibit D – Assurances
- e. Exhibit E - Debarment Form
- f. Exhibit F - Lobbying Form
- g. Exhibit G – Lobbying Certification Form
- h. Exhibit H – Drug Free Workplace Certificate
- i. Exhibit I – Certification Regarding Environmental Tobacco Smoke
- j. Exhibit J - The Request for Proposal and Sub-Grantee’s Request for Proposal Response except as it has been modified by Article 7 the Work Statement including the Work Activity Schedule submitted by Sub-Grantee with their proposal response.
- k. Exhibit K - WIOA, Public Law 105-220 (Aug. 7, 1998), WTP Public Law 104-193 (August 22, 1997), statutes and regulations applicable to the grant funding streams identified in Sub-Grantee’s budget.
- l. Exhibit L - Child Labor Laws, as applicable. Exhibit L - Child Labor Laws (29 USC 203): Employment of Minors Between Fourteen (14) and Sixteen (16) Years of Age (Subpart C), Occupations Particularly

Hazardous for the Employment of Minors Between Sixteen (16) and Eighteen (18) Years of Age or Detrimental to Their Health or Well-being (subpart E).

m. Exhibit M - Immigration and naturalization service regulations for employers and employees **Public Law** 107 -124 and 107-125

4.10.1 Exhibit J is a public record and is in the possession of Sub-Grantee and CSBD, it is not attached to the Sub-grant Agreement and is maintained in the CSBD Offices. Exhibits K, L and M are public laws and are not attached to this Sub-grant Agreement.

4.10.2 A copy of all the above documents, other than the statutes and regulations, which are public documents, will be maintained on file at the CSBD offices. One (1) copy of the executed Sub-grant Agreement and Exhibits will be furnished to the Sub-Grantee by CSBD.

4.11 Vested Powers

All powers not explicitly vested in the Sub-Grantee by this Sub-grant Agreement will remain with CSBD.

4.12 Termination

4.12.1 This Sub-grant Agreement may be terminated as follows:

- a. CSBD or Sub-Grantee may request a termination for convenience upon thirty (30) days prior written notice to Sub-Grantee or such shorter period as may be mutually agreed to by the Sub-Grantee and CSBD. Sub-Grantee will be entitled to receive compensation for services performed in accordance with the conditions set forth herein through the date of termination. However, CSBD shall not be liable for any expenses incurred by the Sub-Grantee after the effective date of termination of the Sub-grant Agreement or any amendment hereto.
- b. CSBD may immediately terminate this Sub-grant Agreement if either the federal government or the State of Florida fails to provide CSBD with the grant(s), under which this Sub-grant Agreement is funded.
- c. CSBD may terminate this Sub-grant Agreement at any time that the CSBD authorized representative, which shall be the President/CEO, determines that:

- i. Sub-Grantee has failed to provide any of the services Sub-Grantee has contracted to provide; or
- ii. Sub-Grantee has failed to comply with any of the provisions contained in this Sub-grant Agreement or any amendment hereto; or
- iii. Sub-Grantee fails to perform in whole or in part under this Sub-grant Agreement or fails to make sufficient progress so as to endanger the performance of Sub-Grantee's obligations to provide the contracted for programs or services; or
- iv. Sub-Grantee has failed to comply with the statutes or regulations applicable to the programs/services funded by this Sub-grant Agreement or any amendment hereto; or,
- v. Sub-Grantee has failed to take corrective action as described in Article 4 section 4.12.2, or
- vi. Sub-Grantee has taken an action, which in the opinion of the CSBD President/CEO, the CSBD monitors, auditors, the State, the BWDB, or the CSBD Council of Elected Officials, jeopardizes the program or the funds made available under this Sub-grant Agreement.
- vii. Sub-Grantee has employed illegal aliens in violation of the Immigration and Nationality Act, 8 U.S.C. 1324(a).

4.12.2 Suspension and Termination

If CSBD elects to terminate this Sub-grant Agreement under the provisions set forth in Article 4, Section 4.12.1, above, CSBD may immediately suspend the Sub-grant Agreement and refuse any payments due the Sub-Grantee. The Sub-Grantee shall be notified in writing of CSBD's suspension and of CSBD's termination of the Sub-grant Agreement. If CSBD allows the Sub-Grantee a period of resolution to correct the problem, then Sub-Grantee shall have ten (10) working days in which to respond in writing with a corrective plan. Failure to respond with a corrective plan acceptable to CSBD shall result in a termination notice to Sub-Grantee effective from the time of the original suspension.

4.12.3 Suspension of Payments

CSBD may immediately suspend payment to Sub-Grantee at any time that the CSBD President/CEO has sufficient cause to seek termination of this Sub-grant Agreement as described in Article 4, Section 4.12. If CSBD grants the Sub-Grantee the opportunity to correct the problem, then suspension of payments shall remain in effect until CSBD determines the problem has been resolved and the program continues, or until CSBD terminates the program, at which time no payments would be made after the date of the original suspension.

4.12.4 Payments Due Sub-Grantee in the Event of a Termination

In the event of a termination, the Sub-Grantee shall be paid for services rendered up to the date of termination as described above, however, from the amount due there shall be deducted:

- a. All advances or other payments on account made to the Sub-Grantee which are applicable to the terminated portion of this Sub-grant Agreement; and
- b. Any credits, discounts or overpayments as described in Article 3 above; and
- c. Any claim which CSBD may have against the Sub-Grantee in connection with this contract or any other prior Sub-grant Agreement; and
- d. The agreed-for-price for, or the proceeds of the sale of, any materials, supplies or other things acquired by the Sub-Grantee or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to CSBD; and
- e. Any outstanding questioned or disallowed costs attributable to the Sub-Grantee arising out of an investigation, monitoring report or audit of this Sub-grant Agreement or any other Sub-grant Agreement Sub-Grantee had with CSBD; and
- f. Any unallowable costs; and

- g. If a termination under this Sub-grant Agreement is partial, prior to the settlement of the terminated portion of this Sub-grant Agreement, the Sub-Grantee may file a request in writing with CSBD for an equitable adjustment of the price or prices specified in the Sub-grant Agreement relating to the continued portion of the contract.

4.12.5 Sub-Grantee Liability

In the event of a termination for cause, Sub-Grantee shall be liable to CSBD for damages sustained by CSBD by virtue of any breach of the Sub-grant Agreement by the Sub-Grantee including court costs and reasonable attorney's fees.

4.13 Maintenance of Effort

4.13.1 Sub-Grantee Assurance Labor Conditions

To assure maintenance of effort the program funded by this Sub-grant Agreement:

- a. Shall result in an increase in workforce opportunities over those, which would otherwise be available.
- b. Shall not result in the displacement of currently employed workers by either a participant or an individual employed to carry out the obligations under this Sub-grant Agreement, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.
- c. Shall not impair current contracts for services or collective bargaining Sub-grant Agreements or result in the substitution of federal funds made available by this Sub-grant Agreement to subsidize work that would otherwise be performed by the Sub-Grantee.
- d. Shall not create a job in a promotional line for either a participant or an individual employed to carry out the obligations under this Sub-grant Agreement, which will infringe in any way upon the promotional opportunities of a currently employed individual.
- e. When Sub-Grantee anticipates a situation, such as that described in Article 4, Section 4.13 above, Sub-Grantee shall immediately notify CSBD and await instruction prior to expending any funds as contracted for in connection with the operation of its program.

4.13.2 Participant Placement

No participant shall be employed or job opening filled with an individual whose salary is funded by this Sub-grant Agreement:

- a. When any other individual is on lay-off from the same or any substantially equivalent job; or
- b. When the employer/Sub-Grantee has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant or employee whose wages are subsidized by federal grant funds or paid for with federal grant funds.

4.13.3 Relocation

Sub-Grantee shall not use any of the funds under this Sub-grant Agreement to encourage, or induce the relocation of an establishment. Sub-Grantee shall not enter into any Sub-grant Agreement or relationship with a relocated establishment for the conduct of customized or skill training, on the job training, or company specific assessments of job applicants for a period of one hundred and twenty (120) days after the establishment has opened its doors for business with the general public. Establishments include successors in interest. Violations of this section shall result in double damages to be repaid to CSBD.

4.14 Nepotism

4.14.1 Prohibition in Employment

Sub-Grantee may not hire a person in an administrative capacity, staff position, or on-the-job training position funded through a federal grant if a member of that person's immediate family is employed in an administrative capacity for CSBD or the Sub-Grantee. Sub-Grantee shall make full disclosure regarding any procurements which are not arm's length including small business purchases, and may not enter into any Sub-grant Agreements or make purchases without CSBD's approval where a conflict of interest, or the appearance of a conflict of interest exists or the purchase is not arm's length and involves a family member as described herein, or a business partner or related company.

4.14.2 Applicability of Stricter Standards

Where the Sub-Grantee's nepotism guidelines or state or local guidelines are more stringent than the above requirement, those guidelines shall be followed instead.

4.14.3 Individual Recommendations

No individual whose salary is funded in whole or in part under this Sub-grant Agreement, or who is responsible for carrying out the obligations under this Sub-grant Agreement shall appoint, employ, advance, or advocate for the appointment, employment, promotion, or advancement, a member of that individual's immediate family, to a position with the Sub-Grantee's organization.

4.14.4 Procurement of Goods and Services

Neither Sub-Grantee nor any individual whose salary is funded in whole or in part under this Sub-grant Agreement, or who is responsible for carrying out the obligations under this Sub-grant Agreement for the Sub-Grantee, shall enter into a contract, and/or purchase goods, and/or services with funds made available under this Sub-grant Agreement from:

- a. A member of that individual's immediate family.
- b. A member of Sub-Grantee's staff or their immediate family or
- c. From a Consultant or Subcontractor unless the item was separately procured and CSBD approved the purchase after full disclosure, or
- d. From a related company or affiliate of any of the individuals or entities identified herein.

4.14.5 Definition of Immediate Family Member

Immediate family member for purposes of this section shall mean a wife, husband, son, daughter, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, mother, father, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, grandchild, half-brother, half-sister and first cousin.

4.15 Application of the Davis Bacon Act to Programs Operated Under this Sub-grant Agreement

4.15.1 Davis Bacon Wages

Sub-Grantee agrees to apply Davis Bacon wage rates to projects funded under this Sub-grant Agreement which involve construction, alteration or repair including painting and decorating of buildings, projects, and works which are not ordinarily done by Sub-Grantee's regular work force.

4.15.2 Copeland Anti-Kickback Act

Sub-Grantee shall comply with the requirements of the Copeland Anti-Kickback Act 40 U.S.C. § 276c (1995)/18 U.S.C. 874 and the regulations promulgated thereunder 29 CFR § 3 (1995)/29 CFR § 5 (1995).

4.16 Prohibition Against Unallowable and Criminal Activities

4.16.1 Unallowable, Fraudulent and Criminal Activities

- a. Sub-Grantee shall not enroll ineligible individuals, embezzle, willfully misapply, steal or obtain by fraud any moneys, funds, assets or property which are the subject of this Sub-grant Agreement or amendments hereto. If Sub-Grantee violates this provision, Sub-Grantee shall be required to refund all monies and shall be subject to the sanctions of the applicable grant legislation and to the criminal provisions of Title 18 of the United States Code Section 665. The Sub-Grantee shall also be subject to the immediate suspension of payments by CSBD under this Sub-grant Agreement and amendments hereto and immediate termination by CSBD of this Sub-grant Agreement and any amendments hereto.
- b. Sub-Grantee shall comply with 2 CFR 200.113 and promptly make a written disclosure to CSBD whenever it has "credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations" or a violation of the civil False Claims Act.

4.16.2 Reporting of Waste, Fraud and Abuse

Sub-Grantee may not require employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting their employees or contractors from reporting such waste, fraud, or abuse. P.L. 115-141, Division E, Title VII, Section 743.

4.16.3 Prohibition Against Solicitations and Gratuities

Sub-Grantee agrees and understands that no officer or employee of the Sub-Grantee shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential sub-contractor or employer or from any staff person or elected official connected with CSBD.

4.16.4 Prohibition on Contracting with Corporations with Felony Criminal Convictions

Sub-Grantee certifies that neither they nor any of their officers or directors have been convicted of a felony criminal violation under any Federal law within the preceding 24 months and agrees that they will not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months. P.L. 115-141, Division E, Title VII, Section 746.

4.16.5 Prohibition on Contracting with Corporations with Unpaid Tax Liability

Sub-Grantee certifies that they have no unpaid Federal tax liability and that they will not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability. P.L. 115-141, Division E, Title VII, Section 745.

4.16.6 Prohibition Against the Payment of Fees

Sub-Grantee agrees and understands that no funds provided for by this Sub-grant Agreement or amendments hereto shall be used for the payment of a fee charged to an individual for the placement or referral of that individual to a training program funded under WIOA.

4.16.7 Requirement for Blocking Pornography Pursuant to P.L. 115-141, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

4.16.8 Prohibition Against Lobbying

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto for lobbying federal, state, or local

legislators in accordance with the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352.

4.16.9 Prohibition on Providing Federal Funds to ACORN

Sub-Grantee may not provide sub-grant funds to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors. P.L. 115-141, Division H, Title V, Section 522.

4.16.10 Prohibition on Trafficking in Persons

During the time this sub-grant is in effect Subrecipient and subrecipients' employees may not (A) Engage in trafficking in persons (B) Procure a commercial sex act or (C) Use forced labor in the performance of this subaward under the award and shall be in compliance with 22 U.S.C. 7102 et seq.

4.17 Child Labor Laws and the Pro Children Act

- a. Sub-Grantee shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Sub-grant Agreement or amendments hereto.
- b. Sub-Grantee agrees to comply with the Pro-Children Act 20 U.S.C. 6083.
- c. Prohibition on Procuring Goods Obtained Through Child Labor

Sub-Grantee agrees not to expend funds for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 18, 2015. DOL listed at: <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>. P.L. 115-141, Division H, Title I, Section 103.

4.18 Collective Bargaining Sub-Grant Agreements

4.18.1 Application of Collective Bargaining Sub-Grant Agreements

Sub-Grantee agrees and understands that it must comply with and shall not violate the terms and conditions of any collective bargaining Sub-grant Agreement in effect during the course of this Sub-Grant Agreement.

4.18.2 Activities Inconsistent with Collective Bargaining Sub-Grant Agreements

If the program funded under this Sub-grant Agreement would be inconsistent with the terms of a collective bargaining agreement, then Sub-Grantee shall seek the written concurrence of both the labor organization and the employer concerned prior to operating such programs. Failure to receive a response to a written request may be deemed concurrence.

4.19 Unions

4.19.1 Use of Funds

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto to assist, promote, or deter union organizing.

4.19.2 Placement During a Work Stoppage

No participant may be placed into, or remain working in any position which is affected by labor disputes involving a work stoppage. Sub-Grantee shall make every effort to relocate participants who wish to remain working, into suitable positions unaffected by the work stoppage.

4.19.3 Union Membership

Sub-Grantee shall not require any participant in a position funded by this Sub-grant Agreement to join a union in order to receive institutional training unless the participant is subject to a collective bargaining Sub-grant Agreement containing a union security provision.

4.20 Working Conditions

4.20.1 Appropriate Conditions

Sub-Grantee agrees that conditions of employment and/or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participants.

4.20.2 Hazardous and Dangerous Conditions

Sub-Grantee shall not place participants at work or training sites which are or could reasonably be expected to be hazardous, dangerous, unsafe or unsanitary. Participants assigned to work in inherently

dangerous occupations shall be assigned to work in accordance with reasonable safety practices.

4.20.3 Benefits and Working Conditions

Participants shall be accorded the same benefits and working conditions accorded other employees working a similar length of time and doing similar types of work.

4.20.4 Health and Safety Standards

Health and Safety Standards established by state and federal laws applicable to working conditions of employees shall be equally applicable to participants. At a minimum contractor shall comply with the Work Hours and Safety Standards Act, 40 U.S.C. 327 et al and 29 CFR part 5.

4.20.5 Fair Labor Standards

Sub-Grantee shall adhere to the Fair Labor Standards Act with respect to hours of work and working conditions as appropriate and to the Fair Labor Standards Act Amendment for Major Disasters. P.L. 115-141, Division H, Title I, Section 109

4.20.6 Contributions to Retirement Systems

No funds available under this Sub-grant Agreement may be used for contributions on behalf of any participant to a retirement system or plan.

4.21 Program Income

4.21.1 Program Income Must be Returned to CSBD

All income as defined in Article 2, Section 2.50, realized in operating a program provided for under this Sub-grant Agreement or any amendment hereto shall be reported to and returned to CSBD at the end of each quarter during which the income was realized and, in any event, shall be reported and returned to CSBD upon termination of this Sub-grant Agreement. Program income does not include income from royalties and license fees for copyrighted material, patent, patent applications, trademarks, and inventions.

4.21.2 Audits Must Contain a Program Income Schedule

Sub-Grantee agrees to include in their audits a schedule prepared by their auditor detailing program income realized under this contract.

4.21.3 Continuation of Program Income Revenues

Rental income and user fees on real and personal property acquired with contract funds shall continue to be program income upon termination of this Sub-grant Agreement. Sub-Grantee shall make provision for accounting for such funds and returning the income to CSBD.

4.21.4 Sub-Grantee Use of Program Income

In the event that Sub-Grantee wishes to use program income to further or enhance activities funded by this Sub-grant Agreement Sub-Grantee may request such permission in writing from the CSBD President/CEO who shall consider such request and reply in writing either approving or denying the request. There shall be no appeal of the President/CEO's decision. Program income may only be used for allowable activities and costs. In the event that the use of program income is approved it shall be added to contractor's budget in accordance with the amendment provisions under this Sub-grant Agreement.

4.22 Insurance and Bonding

4.22.1 Sub-Grantee agrees to maintain the insurance required by this Sub-Grant Agreement in full force and effect throughout the term of this Sub-Grant Agreement and during any renewal or extension term of the Sub-Grant Agreement. The insurance shall be of such types and in accordance with the terms and limits noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Sub-Grantee.

4.22.2 Sub-Grantee will provide CSBD Certificates of Insurance, evidencing the required coverage prior to Sub-Grant Agreement start including all endorsements required herein and shall keep such certificates current during the entire term of this Sub-Grant Agreement. If Sub-Grantee fails to maintain insurance as specified in this Sub-Grant Agreement, CSBD may terminate this Sub-Grant Agreement upon seven (7) days' written notice. The certificates of insurance shall:

- a. Provide that the Insurance shall not be changed, canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to CSBD. If a thirty (30) day notice of cancellation endorsement is not received, the cancellation clause must include language as follows:

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED.

- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- c. If the Sub-Grant Agreement term goes beyond the expiration date of the insurance policy, Sub-Grantee shall provide CSBD with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. CSBD reserves the right to suspend the Sub-Grant Agreement until this requirement is met.

4.22.3 Any costs for adding CSBD as an additional insured may be reimbursed by CSBD and shall be included in the Sub-Grantee's budget

4.22.4 The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Sub-Grant Agreement date or prior.

- a. The certificate shall contain the title of the insurance contract and contract number.

- b. The Certificate Holder should read as follows: CareerSource Broward, 2890 W Cypress Creek Road, Fort Lauderdale, FL 33309

4.22.5 The Sub-Grantee's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Sub-Grantee shall not be interpreted as limiting the Sub-Grantee's liability and obligations under this Sub-Grant Agreement. The policy or policies of insurance required by this Sub-Grant Agreement must be

issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by CSBD. Coverage will be on the most current form of the relevant policy. The policy or policies of insurance maintained by the Sub-Grantee shall provide the minimum limits and coverage as applicable to this project as set forth herein.

4.22.6 Deductible of Self Insurance Retention

- a. Sub-Grantee has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- b. All insurance policies required by this Sub-Grant Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000, which deductible shall be subject to approval by CSBD. Sub-Grantee shall be solely responsible for reimbursement of any deductible to the insurer.

4.22.7 If the Sub-Grantee's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Sub-Grant Agreement, the Sub-Grantee may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

4.22.8 Any exclusion or provision in the insurance maintained by the Sub-Grantee that excludes coverage for work contemplated in this Sub-Grant Agreement shall be unacceptable and shall be considered breach of contract.

4.22.9 Sub-Grantee shall provide notice of any and all claims, accidents, and any other occurrences associated with this Sub-Grant Agreement to Sub-Grantee's insurance company and to the CSBD VP of Operations and the CSBD VP of Human Resources as soon as practical.

4.22.10 It is the Sub-Grantee's responsibility to ensure that any and all of Sub-Grantee's independent contractors and subcontractors comply with

these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Sub-Grantee.

4.22.11 CSBD shall retain the right at any time to review the coverage, form and amount of the insurance required hereby (as described above). If, in the opinion of CSBD, the insurance provisions in this Sub-Grant Agreement do not provide adequate protection for CSBD, CSBD may, by providing Sub-Grantee at least sixty (60) days written notice, require Sub-Grantee to obtain insurance sufficient in coverage, form and amount to provide adequate protection. CSBD requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks which actually exist at the time a change in insurance is required. In event CSBD should change its insurance requirements as provided in this paragraph and Sub-Grantee shall secure different or additional insurance, the additional cost directly associated with meeting CSBD's new insurance requirements, if any, shall be charged to and paid by CSBD.

4.22.12 The Sub-Grantee shall maintain during the term of this Sub-Grant Agreement, the insurance and bonding specified below. This is in addition to the theft coverage required in Article 3.

a. Third Party Liability

COMMERCIAL/THIRD PARTY GENERAL LIABILITY insurance shall be maintained for the life of the contract. This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly or indirectly from the performance of the Sub-Grant Agreement. It must be an occurrence form policy. CSBD and its governing boards, the CSBD Council of Elected Officials and the Broward Workforce Development Board, Inc., their officers, directors, agents, servants, employees and volunteers shall be covered and named as an additional insured on the certificate for commercial general liability insurance with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Sub-Grantee. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for Bodily Injury Liability, Property Damage Liability and Personal injury. The policy must include

coverage for Contractual Liability and Independent Sub-Grantees. The coverage shall contain no special limitation on the scope of protection afforded to CSBD, or the CSBD governing boards or their officers, directors, employees, and volunteers.

b. Fidelity Bond

Coverage in an amount not less than \$1,000,000 per loss for dishonest acts of the Sub-Grantee's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Sub-Grantee shall secure insurance through a surety bond to provide coverage for an amount equal to three months of the payroll, fee and cost of benefits awarded under this contract.

In the event that Sub-Grantee has several contracts with CSBD, the insurance policy shall cover an amount equal to three months of total costs across all contracts to include the payroll for the period, taxes and insurance, Sub-Grantee's fee and cost of benefits awarded. The policy shall name CSBD, the CSBD governing boards, the CSBD officers, directors and those employees in positions allowing for access to or control of funds to be paid to Sub-Grantee under this Sub-Grant Agreement. The Sub-Grantee agrees to reimburse CSBD for any loss incurred by CSBD under this Sub-Grant Agreement. Sub-Grantee shall be liable for any sums not covered and/or paid by their insurer.

c. Workers Compensation.

Coverage must be afforded per Federal and State of Florida, Chapter 440, Florida Statutes with minimum statutory limits or elective exemptions as defined in Section 440, Florida Statutes. Any person or entity performing work for or on behalf of CSBD must provide Workers' Compensation insurance. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against CSBD and the CSBD governing boards, their officers, directors, employees, and volunteers for all losses or damages. The Workers Compensation Policy must include Employers' Liability with minimum limits of \$100,000 for each

accident. CSBD requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from others or equivalent.

Participants on a work experience assignment subsidized with WIOA funds under this Sub-grant Agreement are covered for work related injuries by the State of Florida and in the event of an injury Sub-Grantee shall coordinate with the CSBD VP of Human Resources to coordinate coverage.

d. Non-Owner Coverage

Business Automobile Liability insurance for all Owned, Hired, Scheduled, and Non-Owned vehicles coverage for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. CSBD, the CSBD governing boards, their officers, directors, employees, and volunteers shall be named as additional insureds on the certificate of insurance. If Sub-Grantee does not own vehicles, Sub-Grantee shall have the option to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of an endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy. The insurance must be an occurrence form policy.

Directors and Officers, Employment Practice Liability and Errors and Omission Coverage

Non-governmental Sub-Grantees shall maintain Directors and Officers Liability Insurance, which shall include Employment Practice Liability and Errors and Omission Coverage. Errors and Omission Coverage may not be paid for with WIOA funds, Coverage shall be in the amount of at least one million dollars (\$1,000,000.00) and shall name CSBD Employment Solutions as an additional insured as required herein.

4.23 Independent Sub-Grantee

The Sub-Grantee understands and agrees that it is an independent contractor and no provision of this Sub-grant Agreement shall be construed as creating an agency or employment relationship between CSBD and Sub-Grantee or Sub-Grantee's employees.

4.24 Indemnification Applicable to State Agencies and Governmental Entities

If Sub-Grantee is a state agency as defined in Chapter 768.28, Florida Statutes, Sub-Grantee agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Sub-Grantee as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Sub-grant Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Sub-grant Agreement. To the extent considered necessary by CSBD any sums due Sub-Grantee under this Sub-grant Agreement may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Sub-grant Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

4.25 Conflict of Interest

- 4.25.1 Sub-Grant Agreement warrants that they did not solicit, pay, or offer some other form of consideration to any BWDB or CSBD Council Member, CSBD staff person, or other elected official or public officer in order to obtain this contract award.
- 4.25.2 Sub-Grantee assures that it is in compliance with the WIOA and other federal and state applicable conflict of interest restrictions.
- 4.25.3 Sub-Grantee agrees to abide by CSBD's Code of Conduct or with its own organizational Code of Conduct so long as it meets the minimum standard set forth in 2 CFR 200.
- 4.25.4 Neither Sub-Grantee nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Sub-Grantee's loyal and conscientious exercise of judgment related to performance under this Sub-Grant Agreement.

4.25.5 Sub-Grantee agrees that none of its officers or employees shall during the term of this Sub-Grant Agreement serve as an expert witness against CSBD, the CSBD Council of Elected Officials, or the BWDB, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CSBD or the BWDB or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

4.25.6 In the event Sub-Grantee is given written authorization from CSBD to utilize subcontractors to perform any services required by this Sub-Grant Agreement Sub-Grantee agrees to prohibit such subcontractors by written contract, from having any conflicts as within the meaning of this section.

4.26 Applicability of Governing Laws

This Sub-Grant Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation arising out of or concerning this Sub-Grant Agreement shall be in Broward County, Florida.

In addition to other indemnification and assumption of liability agreed to herein, Sub-Grantee shall be responsible for the cost of legal defense awards, damages, penalties and/or fines for claims brought against Sub-Grantee and also naming CSBD for acts of commission and/or omissions on the part of the Sub-Grantee in relation to employees, consultants, agents or persons providing goods and/or services under this Sub-grant Agreement. Sub-Grantee may secure Directors and Officers Liability Insurance for coverage of such contingencies. Costs attributable to such coverage may be paid for with funds provided under this Sub-grant Agreement so long as it they are budgeted for within the line items of the budget attached as Exhibit A.

4.27 Sub-Grant Agreements in Excess of \$100,000.00

To the extent this contract is funded in excess of one hundred thousand dollars (\$100,000.00) of federal grant funds Sub-Grantee shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as

amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

4.28 Representation Regarding Quality

4.28.1 Sub-Grantee represents that all person delivering the services required by this Sub-grant Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof to adequately and competently perform the duties, obligations, and services set forth in this Sub-grant Agreement and to provide and perform such services to CSBD's satisfaction for the agreed compensation.

4.28.2 Sub-Grantee shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of services under this Sub-grant Agreement.

4.28.3 Sub-Grantee shall perform its duties, obligations, and services under this Sub-grant Agreement in a skillful, respectable and cost-conscious manner. The quality of Sub-Grantee's performance and all interim and final product(s) provided to or on behalf of CSBD shall be comparable to the best local, state and national services.

4.29 Transportation Requirement

If participants are to be transported and Sub-Grantee is receiving WTP funds Sub-Grantee shall comply with the provisions of F.S. 427 and Rule Chapter 41-2 FAC.

4.30 Health Insurance Requirements

4.30.1 Except for exemptions identified in the statute or regulations federal funds may not be used to enter into or renew a contract for health insurance coverage which includes a provision for drug coverage unless the contract includes a provision for contraceptive coverage. P.L. 115-141, Division E, Title VII, Section 726.

4.30.2 Health coverage must comply with the restriction on abortions Pursuant to P.L. 115-141, Division H, Title V, Sections 506 and 507.

4.31 E-Verify

4.31.1 Sub-Grantee agrees to comply with Florida Statutes 448.095 and shall:

- a. Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,
- b. Not employ, contract with, or subcontract with an unauthorized alien
- c. Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.

4.32 Prohibition on certain telecommuting and video surveillance services or equipment 2 CFR 200.216

4.32.1 Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other

national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.”

4.32.2 In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

4.33 Statutory and national policy requirements 2 CFR 200.300

The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

4.34 Executive Compensation

The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See

also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41U.S.C.4712,and 10 U.S.C. 324, 41 U.S.C. 4304 and 4310.

4.35 To the extent applicable Sub-Grantee shall comply with 2 CFR 200.322 Domestic preferences for procurement.

4.36 To the extent applicable Sub-Grantee shall comply with 2 CFR 200.323 Procurement of recovered materials.

END OF ARTICLE 4

ARTICLE 5
PROGRAM REQUIREMENTS

5.1 Monitoring

5.1.1 Sub-Grantee's Responsibility

Sub-Grantee shall develop a monitoring protocol for the programs being provided under this Sub-Grant Agreement as well for their fiscal operations and shall provide for the self-monitoring of their programs in accordance with Article 7.

5.2 Access to Records

5.2.1 Availability of Records

- a. At any time during the term of this Sub-Grant Agreement, or at any time during the record retention period following termination of this Sub-Grant Agreement, Sub-Grantee shall make all contracts, invoices, payroll records, personnel files, and any and all other records relating to the program, funded by this Sub-Grant Agreement, available and shall permit the Secretary of Labor, Comptroller General, the Governor, CSBD or their designated representatives to conduct on site or virtual evaluations, audits, investigations, and monitor program performance to ensure compliance with the terms of the Sub-Grant Agreement and amendments hereto.
- b. Sub-Grantee shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Sub-Grantee pertaining to any program funded by this Sub-Grant Agreement or amendment hereto, available to CSBD in Broward County, to the Comptroller General of the United States, the federal government and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost.

- c. Sub-Grantee shall assure that program and fiscal records are available to the monitors at the time of the start of all monitoring visits. CSBD shall provide Sub-Grantee with a schedule of monitoring visits.

5.2.2 Freedom of Information

Records maintained in support of the program funded by this Sub-Grant Agreement are not subject to the Freedom of Information Act (5 U.S.C. 552).

5.3 Record Retention

5.3.1 Five Year Retention Requirement

Sub-Grantee shall keep copies of all records, accounts, and documents pertaining to the operation of this Sub-Grant Agreement or any amendment hereto for not less than five (5) years following the expiration of this Sub-Grant Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Sub-Grant Agreement or amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

5.3.2 Title to Records Vests with CSBD

Sub-Grantee understands and agrees that the records it maintains for programs funded by this Sub-Grant Agreement are CSBD's property and are maintained for the benefit of CSBD. Therefore, Sub-Grantee shall not dispose of any records without the prior written consent of CSBD and in the event of a termination of the Sub-Grant Agreement shall either return all records to CSBD or shall maintain the records in accordance with the terms and conditions of this Sub-Grant Agreement and in a manner which will make them accessible through the record retention period.

5.3.3 Property Records

Sub-Grantee shall maintain all records pertaining to any property purchased with funds under this Sub-Grant Agreement for five (5) years following final disposition of that property. For purposes of this section, final disposition shall include a return of the property to CSBD. Any property returned to CSBD must be accompanied by all original records or certified copies thereof pertaining to the property.

5.3.4 Retention Period Commencement

The retention date of records shall commence with the termination of this Sub-Grant Agreement or any amendment hereto.

5.3.5 Production of Reports and Records

Sub-Grantee understands and agrees that when requested, Sub-Grantee shall complete and furnish to CSBD all forms, reports, documents, and program/fiscal records, within ten (10) days of said request unless other timeframes are required under this Sub-Grant Agreement. Failure to comply with this provision will result in CSBD's withholding the Sub-Grantee's reimbursement until such time that the Sub-Grantee complies with CSBD's request.

5.4 PELL Grants and Other Financial Aid

5.4.1 Application for PELL

Sub-Grantee shall assist all CSBD participants, referred or approved to receive tuition assistance for training, with the application process for PELL Grants, or other federal, state, or local financial assistance as appropriate.

5.4.2 Coordination of PELL, Other Awards and WIOA

If Sub-Grantee is a Title IV eligible educational institution under the Higher Education Act, or is referring participants to training with such institutions, the institution's financial aid officer, or contractor, as appropriate, shall inform CSBD and or their contractor of the amounts and disposition of HEA Title IV awards and all other financial aid afforded to participants enrolled with the Title IV eligible educational institution within fifteen (15) days of the financial award. If tuition is included in the contract budget, the budget shall be subject to amendment in order to de-obligate or reprogram funds set aside for tuition and not used in order to avoid duplicate payments.

5.5 Enforcement of Sub-Grant Agreement Terms

The failure of CSBD to strictly enforce any of the provisions of this Sub-Grant Agreement, or to require strict performance by the Sub-Grantee of any of the provisions herein, shall in no way be construed to be a waiver of such provisions or any other provision contained herein nor shall it in any way affect the validity of this Sub-Grant Agreement or any part hereof, or waive the right of CSBD to enforce each and every provision herein. The Sub-Grantee is responsible for fulfilling all terms and conditions of this Sub-Grant Agreement. While CSBD may monitor the Sub-Grantee's performance under this Sub-Grant Agreement, the Sub-Grantee remains solely responsible for its performance. CSBD's monitoring of the Sub-Grant Agreement shall not constitute a notice, acceptance waiver or modification of any term or condition. Terms and conditions may only be modified by written contract amendment as specified herein.

5.6 Audit

5.6.1 Governmental, Public and Private-Not-For-Profit Entities Requirement to Audit

- a. Sub-Grantee shall provide for the conduct of an external audit of the program funded by this Sub-Grant Agreement and any amendments hereto if total aggregate expenditures of federal funds received from any source total one million dollars (\$1,000,000.00) or more in any fiscal year. The audit shall be conducted in accordance with the provisions of the Federal Single Audit Act of 1996, as amended and in compliance with State of Florida requirements, and 2 CFR 200 Part F. In determining the federal awards expended in its fiscal year, Sub-Grantee shall consider all sources of federal awards. The determination of amounts of federal awards expended should be in accordance with 2 CFR 200 Part F.
- b. Audits shall cover the entire recipient organization for the organization's fiscal year. Compliance findings related to contracts with CSBD shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met if a match was required. All questioned costs and liabilities shall be fully disclosed in the audit report and if related to an award from CSBD to Sub-grantee shall reference the CSBD contract involved.

5.6.2 Commercial Entities Requirement to Audit

Commercial organizations receiving in excess of one million dollars (\$1,000,000.00) a year of federal grant funds, whether from CSBD or other funding sources, shall conduct a program specific independent financial and compliance audit in accordance with GAAS, or an organization wide audit conducted in accordance with 2 CFR 200 Part F that includes the federal funds received and the program conducted, within its scope. Reference 20 C.F.R. Part 667.200 (b)(2)(ii) and 45 C.F.R., Part 74.26 as they apply to WIOA and WTP funds.

5.6.3 Reimbursement for Audit Expense

Sub-Grantee agrees that although funds might be allocated in their budgets for audit expense, they will not seek reimbursement from CSBD for the costs of any audit in whole or in part, for any fiscal year in which their expenditure of federal funds regardless of the source of receipt of those federal funds does not equal or exceed one million dollars (\$1,000,000.00).

5.6.4 Period of Performance

- a. Audits must be conducted, completed, and submitted within thirty (30) days of the receipt of the Audit Report following termination of this Sub-Grant Agreement or within nine (9) months after the end of the audit period which ever comes sooner.
- b. Failure to submit an Audit Report, as required, may result in the withholding of payments due Sub-Grantee under this or any other Sub-Grant Agreement in place with CSBD.

5.6.5 Identification of Program Income

Audit Reports shall include a schedule identifying program income as defined herein.

5.6.6 Disallowed and Questioned Costs

Sub-Grantee shall be liable to CSBD for any disallowed or questioned costs that Sub-Grantee or CSBD incurs as a result of Sub-Grantee expending funds in violation of this Sub-Grant Agreement or in violation of federal, state or local statutes, regulations, rules, policies, or procedures.

- a. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to CSBD by Sub-Grantee within thirty (30) days of the issuance of the report.

5.6.7 Audit Resolution Procedures

Sub-Grantee agrees to be subject to the monitoring, review and audit resolution procedures established by CSBD, the State of Florida or the applicable federal agency and to cooperate with CSBD in the event that resolution cannot be achieved at CSBD's level.

5.6.8 Deduction from Monies Due Sub-Grantee

If this or any other Sub-Grant Agreement is in effect at the time of the identification of a questioned or disallowed cost, or a credit that is due CSBD, CSBD may deduct the amount disallowed/questioned from any reimbursements or payments due Sub-Grantee.

5.6.9 Failure to Discover

CSBD's failure to either promptly discover or demand prompt payment for questioned or disallowed costs will not relieve Sub-Grantee from their obligation to repay the disallowance or questioned cost at the time of identification or demand.

5.6.10 Stand-In Costs

Sub-Grantee may with the written approval of CSBD and the State of Florida, substitute allowable uncharged costs or in-kind contributions, made from non-federal sources to support the program funded by this Sub-Grant Agreement, to stand in for a disallowed or questioned cost. Such contributions or in-kind payments must have been documented in Sub-Grantee's budget attached to this Sub-Grant Agreement and/or books of account as may be required by the federal rules. The expenditure must be supported by the Sub-Grantee's independent Audit Report. The uncharged costs must have been incurred in the same program year as the costs, which they are proposed to replace.

5.6.11 Expiration of the Sub-Grant Agreement

The expiration of the contract shall not affect CSBD's, the State's, or any applicable federal agency's right to audit, disallow, or question a cost, or Sub-Grantee's obligation to repay the cost.

5.6.12 Audit Requirements Upon Dissolution of Sub-Grantee's Organization or Termination of Sub-Grant Agreement

- a. In the event of the voluntary or involuntary dissolution of Sub-Grantee's organization Sub-Grantee shall inform CSBD, within twenty-four (24) hours of Sub-Grantee's knowledge of its intent to dissolve or of the involuntary dissolution of their organization, and prior to actual dissolution, agrees to allow CSBD to arrange for an immediate audit of Sub-Grantee's organization. CSBD may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Sub-Grant Agreement and any amendments hereto so that an immediate audit may be performed.
- b. Notice required by this section shall be in writing and in accordance with the Notice provisions contained herein.
- c. If Sub-Grantee is requested to provide CSBD with their records or elects to provide CSBD with all its records pertaining to this Sub-Grant Agreement or any amendments hereto they shall be delivered to the CSBD Vice President of Finance who is the designated custodian of the records for purposes of compliance with this section.
- d. Upon termination of this Sub-Grant Agreement for any reason Sub-Grantee agrees to allow CSBD to arrange for an immediate audit of Sub-Grantee's organization and/or the program/fiscal records, as appropriate. The audit may be organization wide or program specific in accordance with the requirements of the Office of Management and Budget and/or the State of Florida.

5.7 Amendments

5.7.1 Requests for Amendments

If either Sub-Grantee or CSBD wishes to modify, change, or amend this Sub-Grant Agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Sub-Grant Agreement. No such change shall be effective until approved by CSBD

and/or the Sub-Grantee and a formal amendment to this Sub-Grant Agreement is executed by both parties.

- a. Sub-Grantee shall not be permitted to increase staff salaries not already provided for in the budgets attached hereto as Exhibits A and B, add new lines items or make other adjustments to the budget without a prior written contract modification request to CSBD.
- b. Sub-Grantee shall not make expenditures or otherwise encumber funds prior to execution of a formal amendment.
- c. Where modification requests include changes to the budget CSBD shall evaluate the cost reasonableness of the request and if appropriate justification is provided by Sub-Grantee a written amendment shall be executed.

5.7.2 Time for Requesting Amendments

Sub-Grantee may request an amendment to their Sub-Grant Agreement one (1) time per program year quarter. The deadline for the last request shall be May 15th for each year this Sub-Grant Agreement is in effect.

5.7.3 CSBD's Unilateral Rights to Amend

Sub-Grantee understands and agrees that CSBD may unilaterally amend this Sub-Grant Agreement to conform to changes in any federal or state statute, regulation, or policy which is applicable to the program funded by this Sub-Grant Agreement or any amendment hereto.

5.7.4 Amendments for Local Conditions

Sub-Grantee understands and agrees that CSBD may amend this Sub-Grant Agreement as regards reduction in training slots and/or a redirection of training areas affecting and reducing total funds available to Sub-Grantee, as a result of economic conditions and/or employment trends within Broward County's labor market.

5.8 Copyrights, Patents, Rights in Data

5.8.1 Non-Exclusive Use and License

- a. Sub-Grantee agrees that CSBD, the State, and the federal government shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use a copyright or patent or rights in data in any copyright, patent, work, or invention developed in whole or in part with contract funds or which Sub-Grantee purchases with contract funds.
- b. CSBD may utilize products as described in paragraphs "a" above in conjunction with fee for service activities developed or operated by CSBD.
- c. Sub-Grantee agrees to comply with this section regardless of whether or not a copyright or patent has been secured or applied for in connection with the materials, products, rights in data, intellectual property or other similar materials or part thereof developed in whole or in part with funds made available under this Sub-Grant Agreement.
- d. Any breach of this section shall entitle CSBD to damages at least equal to the fair market value of the materials, products, rights in data, intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

5.8.2 Curriculum materials developed and copyrighted with non-contract funds but which may be used for this project are not subject to this section.

5.9 CSBD Policies and Procedures

Sub-Grantee agrees to adhere to all CSBD policies and procedures applicable to the operation of the program.

5.10 Prior Sub-Grant Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, Sub-Grant Agreements, and understandings applicable to the matters contained herein and Sub-Grantee and CSBD agree that there are no commitments, Sub-Grant Agreements or understandings concerning the subject matter of this Sub-Grant Agreement that are not contained in this document. Accordingly, Sub-Grantee and CSBD, agree that no deviation from the terms hereof shall be predicated upon any prior representations or Sub-Grant

Agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Sub-Grantee and CSBD.

5.11 Client Confidentiality

5.11.1 Sub-Grantee Records are subject to the Florida Public Records Law, Florida Statutes section 119.07. Sub-Grantee and CSBD agree to share confidential customer and program information as necessary but only within the limits established by federal and state laws and regulations governing confidentiality.

5.11.2 Sub-Grantee acknowledges that their employees and employees of FloridaCommerce who are supervised or guided by Sub-Grantee, and any subcontractors of Sub-Grantee, receive information obtained from employers, participants and unemployment compensation claimants in the performance of their duties and in the course of delivering workforce program services. The information received may include, but is not limited to job and program applicant registrations, job orders, employer reports, unemployment compensation claims and related records. This information is confidential and Sub-Grantee agrees to safeguard the information against unauthorized disclosure in accordance with 20 CFR 603 and Florida Statutes sections 443.171(5) and 443.1715.

5.11.3 Sub-Grantee understands and agrees that Welfare Transition Program participant records are confidential and exempt from public records disclosure pursuant to 45 CFR 205.50 and Florida Statutes section 414.295, and shall assure that safeguards are in place to protect the disclosure of such records.

5.11.4 Sub-Grantee, its employees, and individuals under the supervision of Sub-Grantee and subcontractors of Sub-Grantee in the course of performing their duties who receive and utilize confidential workforce program information shall:

- a. Maintain the confidentiality of employer, employee and participant.

- b. Identity and any and all related information pursuant to state and federal law and regulations. All individuals with access to the herein described records shall sign the "Non-Disclosure and Confidentiality Sub-Grant Agreement" and return it to the CSBD Sr. Vice President of Operations. A copy of the certification statement is attached as Exhibit C, and Sub-Grantee shall execute the Data Sharing Sub-Grant Agreement (Non-Disclosure and Confidentiality Sub-Grant Agreement), attached hereto as Exhibit D.
- c. Abide by all present and future directives and CSBD policies issued in accordance with state and federal laws pertaining to workforce programs and grants, privacy requirements and data confidentiality. Official requests for information shall be handled in accordance with FloridaCommerce (formerly DEO) guidance FG 02-033, Confidentiality of Records and Public Records Requests and Subpoenas, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the FloridaCommerce website floridajobs.org.
- d. Abide by data security measures imposed by the Department of Children and Families, or any other entity as necessary to comply with the Health Insurance Portability and Accountability Act (HIPAA) and, if requested by CSBD, Sub-Grantee shall execute a Business Associate Sub-Grant Agreement for the purpose of complying with HIPAA. If required by HIPAA or other laws, Sub-Grantee shall include in its "Notice of Privacy Practices" notice of Sub-Grantee's and CSBD's uses of client's Public HIPAA Information (PHI). The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Sub-Grant Agreement.
- e. Maintain the confidentiality of individual employer identifiable data. Individual employer identifiable data within the Labor Market Information (LMI) Program is confidential pursuant to Florida Statutes sections 443.171(5) and 443.1715, and Commissioner's Order 3-04 (USDOL). Labor Market Information (LMI) includes data such as labor force, employment, unemployment, unemployment rates, mass layoffs, employment and wages by industry and occupation, and employment projections. In publishable aggregate form, this data is not confidential. This data is collected and produced through cooperative Sub-Grant Agreements with the United States

Department of Labor (USDOL), Bureau of Labor Statistics, and FloridaCommerce, Labor Market Statistics. The information is collected under a pledge of confidentiality to employers and must be treated in a manner that will ensure individual identifiable data will be accessible to only authorized persons. No information or records that would reveal the identity of any individual employer obtained from the Agency should be copied or disclosed to any party other than those authorized by Labor Market Statistics. Confidential employer information may be made available to Sub-Grantee employees and individuals under their supervision and Sub-Grantee subcontractors in the performance of their public duties including statistical research, economic forecasting, job search and training, and implementation and administration of state law.

5.12 Buy American

Any equipment or goods to be purchased under this Sub-Grant Agreement shall be purchased in accordance with the Buy American Act. 41 US Code §§ 8301 through 8303.

5.13 Drug Free Workplace

5.13.1 Sub-Grantee certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.

5.13.2 Sub-Grantee shall not use any of the funds under this sub-grant for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act.

5.13.3 Sub-Grantee shall not use any of the funds under Sub-Grant Agreement to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

5.14 Headings

The headings of the sections of this Sub-Grant Agreement are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

5.15 Public Entities Crime

Sub-Grantee represents that the execution of this Sub-Grant Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Sub-Grant Agreement and recovery of all monies paid by CSBD pursuant to this Sub-Grant Agreement, and may result in debarment from CSBD's competitive procurement activities.

In addition to the foregoing, Sub-Grantee further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Sub-Grantee has been placed on the convicted vendor list.

5.16 Compliance with Florida Statutes Section 287.135

Sub-grantee certifies that they are not on the Scrutinized Companies that Boycott Israel List pursuant to Fla. Stat. § 215.4725, or is engaged in a boycott of Israel or is entering into a contract with or submitting a proposal to a Scrutinized Company.

5.17 Sub-Grant Agreement Term

5.17.1 The term of this Sub-Grant Agreement shall begin on the date it is fully executed by both parties and shall end on June 30, 2025.

5.17.2 The term of this Sub-Grant Agreement may be extended for four additional one-year periods. Renewal shall be at the option of the CSBD governing

boards. The continuation of this Sub-Grant Agreement shall be subject to performance as defined herein, and the appropriation and availability of funds as described in this Sub-Grant Agreement.

5.17.3 At the end of each CSBD program year, if a new sub-grant agreement, for the same program services as provided for herein, is approved by the CSBD governing boards, or the term of this Sub-Grant Agreement is renewed by the CSBD governing boards for an additional one year period, the term of this Sub-grant Agreement shall automatically be extended from June 30, 2025 until such time as the new Agreement or amendment extending this Agreement, is approved and executed by Sub-Grantee, not to extend beyond September 30 of the calendar year following the end date of the immediately previous Agreement.

5.17.4 Sub-Grantee performance and the Sub-grant Agreement budget shall be re-negotiated at the beginning of each new program year.

5.17.5 All duties, obligations, and responsibilities of Sub-Grantee required by this Sub-Grant Agreement shall be completed no later than June 30, of the program year in which this Sub-Grant Agreement is executed. Thereafter if this Sub-Grant Agreement is extended all duties, obligations, and responsibilities of Sub-Grantee required as a result of any extension shall be completed no later than June 30, of that program year. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Sub-Grant Agreement.

END OF ARTICLE 5

ARTICLE 6

SPECIAL OBLIGATIONS

6.1 Participant Payments

6.1.1 Participants receiving work experience or on-the job training wages may not be paid for time not in attendance, holidays, or overtime. Sub-Grantees shall not certify time sheets, which provide for payment for holidays, time not in attendance, at work, or in class, as appropriate, or for overtime hours worked.

6.1.2 CSBD shall be responsible for making incentive payments available to Sub-Grantee for delivery to youth based upon funds set aside for such activities at the time of approval of Sub-Grantee's proposal and/ or budget.

6.2 Actions to be taken in the Event of an Emergency or Natural Disaster.

6.2.1 CSBD and Sub-Grantee wish to ensure that service interruptions are kept to a minimum following an emergency or disaster.

6.2.2 Sub-Grantee shall designate three (3) individuals who shall provide CSBD with cell numbers and an additional contact number is available for each of the three (3) individuals. These individuals shall be the designated liaisons regarding all communications during the period of an emergency or natural disaster. The designated liaisons will participate in CSBD's annual emergency preparedness planning process and attend required meetings on this topic.

6.2.3 Sub-Grantee agrees that in the event of an emergency or natural disaster, Sub-Grantee shall take the below listed actions where advance notice permits or is provided, preceding an emergency or disaster:

- a. Sub-Grantee shall designate the liaisons in the case of an emergency.
- b. The individuals designated as the CSBD liaison shall contact the CSBD Executive Office and shall consult with the President or Vice President regarding closure of the One-Stop Center or program office being operated by Sub-Grantee and shall close operations in accordance with CSBD President's approval.

- c. Prior to closing the one-stop or local program office, Sub-Grantee shall protect participant files, equipment and other personal property paid for with CSBD funds by securing the equipment, covering the equipment, moving equipment away from doors or windows and/or taking such other actions to secure the equipment, personal property and participant files.
 - d. The securing of equipment shall be done in accordance with the CSBD Information Technology Hurricane Preparedness Plan. Protection of other property and files must be done pursuant to a plan adopted by Sub-Grantee and approved by the CSBD President or his/her designee.
- 6.2.4 Sub-Grantee agrees that immediately following an emergency or disaster the designated liaison shall contact the CSBD President or Vice President to confer on the reopening of offices and the provision of services to the participants.
- a. Sub-Grantee shall adopt a plan to ensure that information regarding resumption of services is communicated to all workers/staff in the One-Stop Centers or program offices. An example of such a plan might include a telephone tree.
 - b. It shall be the responsibility of Sub-Grantee's liaison to go out as soon as possible after an emergency or disaster to survey their offices. The liaison shall report any damages to the buildings or premises, downed trees, downed power lines, obstructions to access as well as power outages, water damage and water stoppages to the CSBD President or his/her designee.
 - c. Sub-Grantee shall Notice CSBD regarding the continuation or inability to continue services to participants following an emergency or disaster.

END OF ARTICLE 6

ARTICLE 7

SCOPE OF WORK

7.1 Program Description In-School Youth

Sub-Grantee shall recruit and enroll up to twenty-five (25) WIOA eligible in-school youth, who are high school seniors in their program.

7.2 Recruitment and Identification of the Youth to be Enrolled in WIOA

7.2.1 Sub-Grantee shall recruit sufficient youth who are in their second semester of their senior year and are scheduled to receive their High School Diploma in May / June 2025 to result in twenty-five youth who are high school seniors enrollment.

7.2.2 As in-school youth expenditures by CSBD are dependent on overall out-of-school youth expenditures, CSBD reserves the right to increase the number of youth to be served upon agreement of the Sub-grant recipient. In such instance the budget shall be adjusted accordingly.

7.2.3 Youth already being served by Sub-Grantee and who meet WIOA eligibility may be recruited to be in the program.

7.3 Participant Eligibility Certification, Assessment and Development of the Individual Service Strategy/Career Pathway

7.3.1 Sub-Grantee shall be responsible for participant eligibility certification, which shall include an eligibility determination and assessment in accordance with WIOA.

7.3.2 A WIOA eligible ISY is defined as:

- a. A youth who is attending school as defined by state law including post-secondary school. However, for purposes of this Agreement youth must be enrolled and attending high school; **and**
- b. Is a resident of Broward County, and
- c. Is a citizen or has an I-9 documentation indicating they are eligible to work in the United States
- d. Meeting the federal definition of economically disadvantaged, or be documented as disabled or be documented as receiving free or reduced lunch, or if declaring themselves independent of their family for purposes

of income must present documentation of their status from an independent third party, or provide corroborating documentary support from a non-family member attesting to the fact that they have direct knowledge that the youth is no longer living at home, such as a notarized statement from a pastor, group home director, or other reliable individual with direct knowledge of the youth's circumstances, or live in a high poverty census tract as defined by the State; **and**

- e. Have one (1) or more of the following WIOA youth barriers:
 - A. Deficient in basic literacy skills
 - B. An English Language Learner
 - C. A homeless individual as defined by WIOA
 - D. A runaway
 - E. In foster care, aged out of foster care, in an out of home placement or eligible for foster care
 - F. Pregnant or a parent
 - G. An Offender
 - H. An individual with a disability including a documented learning disability

7.3.3 Sub-Grantee shall assist the youth in assembling the documentation necessary for WIOA eligibility determination. During recruitment Sub-Grantee shall inform participants of the required documentation needed to determine program eligibility.

- a. Sub-Grantee shall perform a review of all eligibility documentation to ensure that the individual is eligible for WIOA services.
- b. Sub-Grantee shall have youth complete the WIOA registration form which must be signed by the participant and entered into EF. Youth shall not be considered enrolled until they receive a program service. Once a participant is enrolled and entered into EF this will constitute an official enrollment into the program, and the data will be used when computing Sub-Grantee's performance.
- c. Sub-Grantee shall inform youth enrolled into the WIOA program of their responsibility regarding remediation, training, post-tests, attendance,

work experience, and unsubsidized employment upon exit, as well as the advantages associated with improving their basic skills levels as it applies to life and employability skills

7.3.4 Sub-Grantee shall ask youth to provide contact information. Information should include, but not be limited to: name, address, and phone/cell phone number of a parent as well as a relative not living in youth's household, best friend's cell phone number, youth's email address, Facebook, and Twitter accounts, if applicable.

7.3.5 Sub-Grantee shall assess the youth to determine their career interests and academic goals using instruments available through the regular operations of the School Board of Broward County.

7.3.6 Sub-Grantee shall complete a Career Pathways Plan for each youth registered and enrolled in the program. To the extent Sub-Grantee has developed a Career Pathways Plan with the youth a new Plan does not need to be developed but the current Plan shall be updated as needed. As a part of assessment Sub-Grantee shall identify any of the 14 WIOA:

- a. Leadership skills
- b. Employability skills training
- c. Tutoring, study skills training, instruction, and dropout prevention services
- d. Alternative secondary school services and dropout recovery services
- e. A work experience aligned with the youth's career plan.
- f. Comprehensive guidance and counseling
- g. Adult mentoring by Sub-Grantee staff
- h. Tutoring
- i. Occupational skills training
- j. Education offered concurrently with workforce preparation and training
- k. Supportive services
- l. Follow-up

- m. Financial literacy education
- n. Entrepreneurial skills training
- o. Labor Market Information
- p. Post-secondary preparation and transition activities

7.3.7 Sub-Grantee shall develop an Individual Service Strategy (ISS) for each youth to complement their Career Pathways Plan, which will be used as a guide to program services for the participant.

7.3.8 Sub-Grantee shall enter participant registration for WIOA youth into Employ Florida. Once a participant is entered into Employ Florida this will constitute an official enrollment into the program, and the data will be used when computing Sub-Grantee's performance.

7.3.9 Program staff shall create only one (1) student file that is maintained at the school site or at the district office once a participant is enrolled. Sub-Grantee shall scan all records into CSBD's Document Management System (DMS).

7.3.10 Youth shall receive an orientation at the beginning of the program and the youths' parents/guardians/relatives shall be informed of the youths' participation in the program.

7.4 Program Services to be Provided to the Youth

7.4.1 To encourage youth to complete high school and to keep them attached to their academic studies and environment youth shall be placed in a work experience to learn the connection between education and work.

- a. All youth shall be provided leadership and employability skills training prior to being assigned to a work experience.
- b. Youths' work experience activities shall be aligned with the youth's career and academic goals and shall be noted in the case file.
 - i. Sub-Grantee shall be responsible for the development of the worksites for the youth receiving a work experience.
 - ii. All youth placed into a work experience shall be vetted through the E-verify system prior to placement into a work experience.
 - iii. Sub-Grantee shall assure that each youth assigned to a work experience has a detailed training plan, which outlines the

participant's job duties on the worksite and the skills to be learned.

- iv. Sub-Grantee shall assure that Case Managers enter case notes that describe the timeframe, placement, and progress of the youth.
 - v. Youth shall receive a wage of up to \$15.00 an hour for their work experience. Youth attending classes shall be limited to up to 20 hours a week of work experience.
 - vi. The work experience may be with a public, private not for profit, or for-profit sector employer willing to serve as a host worksite.
 - vii. All worksites shall be covered by a worksite agreement which shall be provided by CSBD.
 - viii. Sub-Grantee shall be responsible for tracking and monitoring participants' hours of work on a weekly basis, maintaining signed time sheets for the participants.
 - ix. Sub-Grantee shall use the CSBD payment system for the work experience wages.
 - x. Sub-Grantee may serve as a host worksite for work experience and youth may be assigned to the Sub-Grantee offices. In such instance Sub-Grantee shall complete the training plan document and assure timesheets are properly completed.
 - xi. Sub-Grantee shall be responsible for determining the length of the work experience however the duration of these activities shall not exceed five (5) months or the date of graduation whatever is sooner.
 - xii. In calculating expenditures on work experience staff developing worksites for the youth and managing the work experience activities shall be included in the calculation of work experience expenditures.
 - xiii. Sub-Grantee shall ensure each worksite has and displays the Child Labor Laws poster.
- c. Sub-Grantee shall provide a work experience report to CSBD on a monthly basis listing the name of each youth assigned to a work experience, the total hours assigned to each youth's work experience, the hours worked, the wage and the name/location of the host work site.

7.4.2 Sub-Grantee shall observe and counsel the youth and as appropriate shall direct the youth to dropout prevention services consisting of tutoring, study skills and instruction.

7.4.3 Twelve (12) Month Follow-up:

- a. Following program exit, Sub-Grantee shall maintain weekly and/or monthly on going communication with participants as deemed appropriate for each youth through the end of the fourth (4th) quarter after participant's exit from the program.
- b. Sub-Grantee shall provide assistance as necessary with any identified issues through the fourth (4th) quarter after exit.
- c. Follow-up may be conducted using the internet, phone conversations, e-mail, texting, and other social media to confirm the student is continuing in the last known positive post-secondary environment. If not in an acceptable activity, counseling and employment related support shall be provided to assist the youth in returning to their post-secondary activity or finding another job. It should be stated in the case notes that the youth is informed that all services are still available to them.
- d. Sub-Grantee shall record follow up for each youth in a case note entered into Employ Florida on a monthly basis.
- e. If during follow- up it is determined that a youth has lost their job or is no longer attending a post-secondary education program, Sub-Grantee shall immediately re-engage youth and offer employment support services to youth to assist them in returning to school or employment as appropriate. Any services provided shall be entered into the Employ Florida follow-up screens with the follow up codes.
- f. Sub-Grantee will continue to provide follow-up to students for up to twelve (12) months from their date of exit from the program so long as they are receiving funding from CSBD

7.4.4 Youth Program Design Participation:

- a. Youth and parent input shall be sought through questionnaires, surveys, focus groups or such other tools as sub-grant recipient deems appropriate and suggestions received shall be considered and discussed with CSBD.

- b. Sub-Grantee may incorporate appropriate recommendations into the program design during future cohorts.
- c. If input is already solicited through the regular Sub-Grantee programs further action is not required and comments collected shall be shared with CSBD.

7.4.5 Graduation

- a. One hundred percent (100%) of the youth enrolled in the program shall receive measurable skills gain prior to June 30 of the program year during which they are enrolled.
- b. Ninety percent (90%) of the youth enrolled in the program shall graduate and receive their high school diploma prior to June 30 of the program year during which they are enrolled.

7.4.6 Placement and Program Outcomes

- a. Sub-Grantee shall be responsible for placing all youth exiting the program into unsubsidized employment, post-secondary school, or the military.
- b. Sixty (60) days prior to graduation sub-grant recipient shall work with youth to develop resumes and begin the job application process if they are not going on to post-secondary school.

7.5 Participant Counseling and Case Management

7.5.1 Sub-Grantee shall advise all participants of all aspects of the program.

- a. The eligibility requirements.
- b. Program participation requirements.
- c. Program commitment.
- d. Requirements for credentialing.
- e. Requirements for completion of the program.
- f. Follow-up services
- g. Services to be provided.

- 7.5.2 Sub-Grantee will work to forge a bond with the youth as "caring adults," willing to deliver holistic services that support the entire family unit, whenever possible.
- 7.5.3 Staff shall serve as a liaison between the participants and the school and shall intercede on their behalf as necessary.
- 7.5.4 Sub-Grantee will provide each student with case management, counseling, mentoring and follow-up services and monitor each student's academic progress. If a student is not progressing satisfactorily, intervention strategies will be implemented.
- 7.5.5 In the event a student is absent for three (3) consecutive days, the Sub-Grantee will make every effort to follow-up with the student and provide counseling and/or parent contacts.
- 7.5.6 Sub-Grantee shall refer youth to community resources according to their needs. Sub-grant recipient shall maintain open lines of communication with providers of other community services.
- 7.5.7 Case management and counselor contacts shall be documented through case notes in EF.
- 7.5.8 Staff will be responsible for monitoring graduation requirements.

7.6 Participant Incentives

- 7.6.1 Incentives shall be offered to the youth enrolled in the program in accordance with the incentive plan approved by the CSBD Sr. VP of Operations in consultation with the Youth Program Manager.
- 7.6.2 Youth will be eligible to earn a performance incentive in an amount to be determined by CSBD, each year based upon the availability of funds. All incentives must be tied to attendance in training and performance attainments. A performance incentive plan must be submitted to the Youth Program Manager by August 31, of each year this contract is in effect. Youth may receive an incentive for participating in a work experience. The incentive should be for making it to the midway and/or completion of the work experience for which they are receiving a wage. Youth must show positive outcomes, passing assessments and/or attaining functional grade gains to be eligible for an incentive. Incentives should be interspersed throughout the youth's tenure in the program.

- 7.6.3 Incentive or other payments to students shall be issued by CSBD and distributed by Sub-Grantee.
- 7.6.4 Sub-Grantee shall follow the CSBD policy related to the distribution and documentation of support services and incentive payments.
- 7.6.5 Incentives shall be limited to budget and fund availability.
- 7.7 Participant Time, Data Entry, File Maintenance, Attendance, and Wages
 - 7.7.1 If work experience/internship payments are to be made to the youth, CSBD shall inform Sub-Grantee of the payment date and amount. Sub-Grantee shall be responsible for keeping verified time and attendance documentation and for coordinating payroll distribution with CSBD. Sub-Grantee shall maintain participant time and attendance records, which shall consist of daily time sheets indicating the hours per day and type of activity and shall be signed by the participant and the supervisor.
 - 7.7.2 Sub-Grantee will be responsible for monitoring and making sure that the youth fill out time sheets daily. Sub-Grantee staff must approve and co-sign participant time sheets before submitting them to CSBD. In the event a youth is absent for three (3) consecutive days, the Sub-Grantee will make every effort to follow-up with the student and provide counseling including home visits, and/or parent contacts.
 - 7.7.3 Sub-Grantee shall assure that individuals approving time sheets are not responsible for the distribution of any youth payments.
 - 7.7.4 Youth shall be paid via a bank/pay card. Youth who receive payments will be paid one (1) week in arrears and shall be paid biweekly. Time and attendance documentation shall be submitted to CSBD by Tuesday at 10:00 A.M. of the pay week in order for CSBD to generate the participant payroll. Payroll for youth in Sub-Grantee's programs shall be processed in accordance with the procedure agreed to between CSBD and Sub-Grantee.
 - 7.7.5 Youth who receive a work experience payment from CSBD will not be paid for holidays, overtime, leave time, vacation time, sick time, or other leave. Youth must not work on holidays. Time sheets must be monitored to assure that pay is only requested for allowable time actually worked. All other time worked will be the responsibility of the Sub-Grantee. Students may not make up vacation, holiday, or sick time hours.
 - 7.7.6 Sub-Grantee shall be responsible for timely data entry, which is defined to mean within three (3) days of any entry requiring a date to be entered into the Employ Florida Tracking System.

- 7.7.7 Sub-Grantee shall assure staff are training and understand the state's policies with respect to data entry so as to avoid unintended exits of participants.
- 7.7.8 Sub-Grantee shall use tickler dates prior to the future critical dates to assure data entry occurs on or before the effective dates. All case files will be routinely reviewed to assure that they are accurate and up to date. Checklists should be put in place to verify that all essential information is in the case file.
- 7.7.9 Mistakes made in reporting youth information will be corrected in compliance with state guidelines. If the mistake is not correctable internally or on the state level, they will be documented with a case note to assure a clear audit trail.
- 7.7.10 Sub-Grantee shall maintain only one (1) electronic file for each youth in accordance with the model file to be provided by the CSBD Youth Program Manager.
- 7.7.11 Documents to be maintained/scanned into DMS include:
- a. Eligibility documents including, picture ID, social security card, address, date of birth, when required or evidence of youth/family public assistance payments, documentation of the youth's WIOA barrier, in accordance with section 7.3., above, when required, selective service for all males, school status, citizenship or legal status in the United States, assessment, ISS and career pathway plan. All applicable documents must be part of each youth's participant file.
 - b. Navigator case notes, referral forms, progress reports, support payments including but not limited to transportation and clothing vouchers, incentive requests and payments, financial aid reports, timesheets, pre and post-tests, all of which should be entered into Employ Florida and shall be maintained in Employ Florida.
 - c. WIOA Career Plan/ISS.
 - d. Career Pathways Plan.
 - e. Employment Verification Forms, Employer Contact Forms.
- 7.7.12 Sub-Grantee shall maintain participant time and attendance records, which shall consist of daily time sheets for the days where the schedule of activities created for the youth indicates expected participation. The time sheets shall

be signed by the participant and the Navigator. In the event a student is absent for three (3) consecutive days, the Navigator shall make every effort to follow-up with the youth and assist in addressing any obstacles which have interfered with program participation.

7.7.13 Sub-Grantee shall maintain only one (1) file for each youth in accordance with the structure in DMS.

7.7.14 All absenteeism and tardiness shall be documented in the case notes.

7.8 Program Staffing

7.8.1 Sub-Grantee shall hire the requisite staff necessary to meet the project objectives and in accordance with the budgets attached as Exhibit A.

7.8.2 Resource teachers and all support staff shall have the certification and education required for their positions.

7.8.3 Sub-Grantee shall provide a copy of the Agreement work statement to all program staff and a copy of the Agreement fiscal requirements to all fiscal staff. Sub-grant recipient shall require all staff to read the applicable sections of the Agreement and understand the Agreement objectives, requirements, and all deliverables required for success.

7.9 General Program Requirements

7.9.1 Testimonials and Success Stories

- a. Sub-Grantee shall provide CSBD with 2 testimonials or success stories each quarter. The stories shall be related to program participants who have successfully completed the program and entered employment, post-secondary education, or the military.
- b. The success story shall include:
 - i. Any challenges or barriers the youth had to overcome to successfully complete the program.
 - ii. Support services received that helped the youth to participate in the program.
 - iii. The activities in which the youth participated to reach their goals such as but not limited to GED training, occupational skills training, work experience, employability skills, tutoring, financial literacy training, and counseling.

- iv. Factors that played a role in the youth's success.
- v. A recommendation, if the youth agrees to be shared with other youth to seek out CSBD for training and employment assistance.
- vi. Any benefits realized by the youth and their family as a result of participating in the program
- vii. A picture or video of the youth at work, in their cap and gown, or with their certificate.
- viii. A signed release using the CSBD Testimonial Form: <https://ext.careersourcebroward.com/testimonials/Uploadfiles.aspx>

7.9.2 Youth enrolled under this Agreement shall be adequately supervised during training hours and be provided with safe training conditions, which at a minimum, shall conform to the health and safety regulations established by the State of Florida.

7.9.3 All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this Agreement may be used for contributions on behalf of any trainee to retirement systems or plans.

7.9.4 All program sites shall be accessible to people with disabilities.

7.9.5 Self-Monitoring

- a. Sub-Grantee shall develop a protocol and process for self-monitoring their fiscal and program operations and deliverables under this Agreement. Sub-Grantee shall conduct monthly monitoring of its program in accordance with a schedule approved by their CSBD Youth Program Manager. Sub-Grantee shall submit their monitoring schedule to their CSBD Program Manager by August 31, of each year this contract is in effect. Sub-Grantee shall monitor files utilizing the monitoring tool provided to them by the Youth Program Manager.
- b. Sub-Grantee will schedule budget meetings with CSBD as well as bi-weekly program meetings to ensure that program related issues and concerns are addressed.
- c. Within five (5) business days following the completion of the self-monitoring protocol, Sub-Grantee shall submit a copy of any

findings identified and the proposed corrective action to their CSBD Youth Program Manager who shall respond with respect to acceptance of the proposed corrective action or shall provide Sub-Grantee with additional instructions resolution of any findings.

- d. The Self-Monitoring required by this Agreement shall be in addition to the monitoring conducted by the CSBD Youth Program Manager, or the CSBD external monitors. Self-monitoring shall include a one hundred percent (100%) file review. The file review shall be coordinated to occur thirty (30) days prior to the notice of the State's monitoring visit. The file review shall incorporate the current program year and the immediately preceding program year.
- e. Failure to take the requisite corrective action as a result of findings identified through monitoring shall be considered when evaluating Sub-Grantee's performance.
- f. Sub-Grantee shall use the CSBD monitoring tool and receive the CSBD Youth Program Manager's sign off prior to closing any file. If the youth has obtained a credential or a diploma a copy of the supporting document should be submitted with the closure request.
- g. All exits must first be approved by the Youth Program Manager prior to exiting the youth from the system.

7.9.6 Sub-Grantee shall perform quarterly student customer satisfaction surveys. Copies of the surveys shall be submitted to the CSBD Youth Program Manager within thirty (30) days of completion.

7.9.7 Sub-Grantee shall measure customer satisfaction through focus groups, or other means as determined by Sub-Grantee and the Navigator.

7.10 Performance

7.10.1 Sub-Grantee shall be required to meet all the performance elements described below to be considered as having met performance:

- a. 100% of the youth must be exited from the program by June 30, 2025.
- b. Zero Error Monitoring Findings.
- c. Sub-Grantee shall make all corrective actions, as a result of findings identified by (1) Sub-grant recipient through their own required internal monitoring, (2) the CSBD Program Manager or (3) the CSBD external

monitors, including the state within thirty (30) days of the issuance of the monitoring report. The corrective action must be accepted in writing by CSBD. Findings may not exceed five percent (5%) of the files monitored, or of funds received, and no more than five percent (5%) of the Sub-grant recipient's data entry may be untimely or incorrect as determined by the CSBD

7.10.2 Enrollment Goals - Sub-Grantee shall enroll up to twenty-five (25) in-school youth.

- a. Twenty-Four (24) of the youth or Ninety five percent (95%) of the seniors enrolled in Sub-Grantee's program must complete high school and obtain a High School Diploma by June 30 of the program year in which they were enrolled.
- b. One hundred percent (100%) of the seniors enrolled in Sub-grant recipient's program must obtain measurable skills gain prior to the end of the June 30 of the program year during which they were enrolled.
- c. Ninety percent (90%) of the graduating seniors shall be placed in the military or post-secondary education or in unsubsidized employment by the second quarter after exiting the program.
- d. Ninety percent (90%) of the youth exited from the program into a post-secondary training program, must either be retained (still attending training) in the fourth (4th) quarter after exit from the program or in the alternative be employed or in the military in the fourth quarter after exit and earning the wage as described below.
- e. Sub-Grantee shall place youth in employment at a wage of up to \$15.00 an hour.
- f. All employment verification forms submitted as proof of employment must be signed by employers and/or include the source used as proof of income and a copy of the document.
- g. Sub-grantee's performance calculation shall include all youth entered into the state's data systems. Once youth have been entered into the state's data system, youth may not be excluded from a determination of Sub-grantee's performance.

END OF ARTICLE 7

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC., through its Executive (Board, Commission, Executive, as applicable), signing by and through its President/CEO (Title of Signatory) following Executive (Board, Commission, Executive) action on the 24 day of June, 2024 and CareerSource Broward signing by and through its President/CEO following GOVERNING BOARDS' action on April 25, 2024.

AS TO JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC.:

ATTEST:

Laurie Sallarulo
[Signature]

BY: Laurie Sallarulo
(Signature)
NAME: Laurie Sallarulo
TITLE: President/CEO
DATE: 06/24/2024

AS TO CAREERSOURCE BROWARD:

ATTEST:

Amber Williams
Moya Brathwaite

BY: Carol Hylton
(Signature)
NAME: Carol Hylton
TITLE: President/CEO
DATE: 06/27/2024

Approved as to form and sufficiency by
CareerSource Broward General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: [Signature]
ROCHELLE J. DANIELS
General Counsel

**EXHIBIT A- BUDGET
Administration**

7/1/24 - 6/30/25

Reminder: Administration is limited to 4.72%

Note: Totals will automatically calculate when related cells are filled.

Line Item						TOTAL
Personnel						
Salaries *	0					0
Fringe Benefits						0
Mileage and Travel						0
Staff Incentives						0
Other (Specify)						0
Total Personnel	0	0	0	0	0	0
Non Personnel						
Supplies						0
Materials						0
Books						0
Teaching Aids						0
Postage						0
Telephone						0
Maintenance						0
Printing						0
Equipment Rental						0
Equipment Purchase						0
Space Rental						0
Insurance						0
Utilities						0
** Indirect Costs						0
Audit						0
Legal						0
Accounting						0
*Profit						0
Other (specify)						0
Other (specify)						0
Other (specify)						0
Other (specify)						0
Other (specify)						0
Total Non-Personnel	0	0	0	0	0	0
Total ADMINISTRATION	0	0	0	0	0	0

Budget Sheet 1 of 6.

All 6 budget pages must be completed.

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**EXHIBIT A - Budget
Services**

7/1/24 - 6/30/25

Note: Totals will automatically calculate when related cells are filled.

Line Item						TOTAL
Personnel						
Salaries *	112,075					112,075
Fringe Benefits	24,475					24,475
Mileage and Travel	225					225
Staff Incentives						0
Other (Specify)						0
Total Personnel	136,775	0	0	0	0	136,775
Non Personnel						
Supplies	12,259					12,259
Materials						0
Books						0
Teaching Aids						0
Postage						0
Telephone						0
Maintenance						0
Printing						0
Equipment Rental						0
Equipment Purchase						0
Space Rental						0
Insurance						0
Utilities						0
** Indirect Costs						0
Audit						0
Legal						0
Accounting						0
*Profit						0
Credential Training						0
Other (specify)						0
Other (specify)						0
Other (specify)						0
Other (specify)						0
Total Non-Personnel	12,259	0	0	0	0	12,259
Total SERVICES	149,034	0	0	0	0	149,034

Budget Sheet 2 of 6.

All 6 Budget pages must be completed.

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6/21/2024

**EXHIBIT A - BUDGET
SUMMARY**

7/1/24 - 6/30/25

Reminder: Administration is limited to 5%

Note: Items with 0 will automatically calculate when related cells are filled.

Line Item	Annual Expense	Administration	Services
Personnel			
Salaries *	112,075	0	112,075
Fringe Benefits	24,475	0	24,475
Mileage and Travel	225	0	225
Other	0	0	0
Staff Incentives	0	0	0
Total Personnel	136,775	0	136,775
Non Personnel			
Supplies	12,259	0	12,259
Materials	0	0	0
Books	0	0	0
Teaching Aids	0	0	0
Postage	0	0	0
Telephone	0	0	0
Maintenance	0	0	0
Printing	0	0	0
Equipment Rental	0	0	0
Equipment Purchase	0	0	0
Space Rental	0	0	0
Insurance	0	0	0
Utilities	0	0	0
** Indirect Costs	0	0	0
Audit	0	0	0
Legal	0	0	0
Accounting	0	0	0
*Profit	0	0	0
Other	0	0	0
Total Non- Personnel	12,259	0	12,259

GRAND TOTAL	149,034
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* Note: This page is READ ONLY. All values are based on calculation from other sheets.

Budget Sheet 3 of 6.
All 6 Budget pages must be completed.

EXHIBIT A - PERSONNEL DETAILS
Salaries

List all positions included and the total amount of wages requested for each cost category. Add more lines if necessary. All allocations of salary across cost categories must be supported by matching job descriptions and a cost allocation plan.

NOTE: Columns with 0 will be automatically calculated when other items are entered.

Job Title	Staff member (if known)	Total Annual Salary	% of Salary to Admin Budget	\$ to Admin Budget*	% of Salary to Services Budget	\$ to Services Budget**	% of Salary from Other WorkForce Programs	% of Salary from Other WorkForce Programs	\$ from other WorkForce Programs	% of Salary from Other Sources of Funding**	\$ to Other Sources of Funding***	Total % (Must total 100)	Total \$
EX: Case Manager	Jane Doe	\$26,000	10	\$2,600	50	\$13,000	10	\$2,600	30	\$7,800	100	\$26,000	
Chief Programs Officer	TBD	\$155,000.00	0	\$0	5	\$7,750	0%	\$0	95	\$147,250	100	\$155,000	
Director of Workforce Development	Jill Reipsa	\$85,000.00	0	\$0	10	\$8,500	0%	\$0	90	\$76,500	100	\$85,000	
Senior Youth Employment Manager	Patricia Josue	\$70,500.00	0	\$0	15	\$10,575	0%	\$0	85	\$59,925	100	\$70,500	
Workforce Development Specialist	Janae Hardy	\$50,000.00	0	\$0	100	\$50,000	0%	\$0	0	\$0	100	\$50,000	
Education Coordinator	Louise Simon	\$47,000.00	0	\$0	75	\$35,250	0%	\$0	25	\$11,750	100	\$47,000	
Staff Travel .45 x 500 miles													
TOTALS		\$407,500		\$0		\$112,075		\$0		\$295,425		\$407,500	

*Total must match the total salaries on Administration Budget (Budget Sheet #1)

**Total must match the total salaries on Services Budget (Budget Sheet #2)

***Include all non-WorkForce One Funds

**EXHIBIT A - BUDGET
Non-Personnel Costs**

7/1/24 - 6/30/25

Itemize any items in your budget under the categories listed and provide cost breakdown.
Add more lines if necessary.

Note: Items with 0 will automatically calculate when related cells are filled.

Cost Category*	Item	Quantity	Unit Cost	Total Cost**
EX: Equipment Purchase	staff desks	10	\$400	\$4,000
<u>Supplies</u>				
	Portfolios	20	\$10.00	\$200
	Polo Shirts	40	\$18.00	\$720
	Additional Student Supplies	20	\$20.00	\$400
	Backpacks	20	\$12.99	\$260
<u>Materials</u>				
<u>Books</u>				
<u>Teaching Aids</u>				
<u>Credential Training</u>				
<u>Telephone</u>				
<u>Maintenance</u>				
<u>Printing</u>				
<u>Equipment Rental</u>				
<u>Equipment Purchase</u>				
<u>Space Rental</u>				
<u>Other</u>				
	JA Program and Support Fees	20	\$8.95	\$179
	JA Curriculum Materials			\$5,200
	Student Incentives - clothing, incentives and transportation	20	\$290.00	
				\$0
	Annual Marketing and Promotion	-	-	\$3,500
	Buses for Field Trip/Job Shadow	2	\$900.00	\$1,800
<u>Computer Equipment</u>				
Total				\$12,259

Budget sheet 6 of 6.

All 6 Budget pages must be completed.

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EXHIBIT B

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information of individuals who receive public assistance, employment and unemployment insurance records maintained by the FLORIDACOMMERCE, made available to my employer, for the limited purpose of performing its duty pursuant to a Sub-grant Agreement for Services and Non-Disclosure and Confidentiality Certification Sub-Grant Agreement.

These confidential records may include name (or other personally identifiable information), social security numbers, wage and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my duties associated with the program requirements set forth under contract or Sub-grant Agreement, I am requesting an approved username, password, and additional instructions for accessing the State's Management Information Systems, (hereinafter, collectively referred to as "the Workforce Systems"). Prior to receiving such means of access, I acknowledge and agree to abide by the following standards for the receipt and handling of confidential information:

1. I shall use access to the Workforce Systems only to secure information to conduct official program business under such contract/Sub-grant Agreement.
2. I shall not disclose my username, password, or other information needed to access the Systems to any party nor shall I give any other individual access to information secured.
3. If I should become aware that any other individual – other than an authorized employee – may have obtained or has obtained access to my username, password, or other information needed to access the Workforce Systems, I shall immediately notify the Regional Workforce Board Security Officer.
4. I shall not share with anyone any other information regarding access to the Systems unless I am specifically authorized by the Agency.
5. I shall not access or request access to any social security numbers, personal information, wage or employment data unless such access is necessary for the performance of my official duties.
6. I shall not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) involved.

7. I shall retain the confidential data only for that period of time necessary to perform my duties. Thereafter, I shall either arrange for the retention of such information consistent with federal or state record retention requirements or delete or destroy such data.
8. I have either been trained in the proper use and handling of confidential data or I have received written standards and instructions in the handling of confidential data from my employer or the Agency. I shall comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my username and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
9. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated and I may be subject to other disciplinary actions. I further acknowledge that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to a fine and/or period of imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.
10. Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor and be guided by his/her response.

Employee Signature: Laurie Sallarulo

Date: 06/24/2024

Print Employee Name: Laurie Sallarulo

Address: 1130 Coconut Creek Blvd.
Coconut Creek, FL 33066

Work Telephone: 954.979.7100

E-Mail: laurie@jasouthflorida.org

EXHIBIT C

Data Sharing Sub-Grant Agreement (Non-Disclosure and Confidentiality Sub-grant Agreement)

I. **Parties to the Sub-grant Agreement:**

CareerSource Broward and Sub-grantee.

II. **Terms and Conditions of Sub-grant Agreement:**

- A. The parties to this Sub-grant Agreement recognize that the full participation of the Florida Department of Commerce (hereinafter, FLORIDACOMMERCE) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Innovation and Opportunity Act (WIOA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Sub-grantee, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.
- B. Sub-grantee is aware that there is a FLORIDACOMMERCE Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.
- C. Sub-grantee, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Sub-grantee must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Sub-grantee's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Sub-grant Agreement to CareerSource Broward.
- D. Sub-grantee shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Sub-grantee will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.
- E. Sub-grantee will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to

sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit J. These forms shall be submitted to CareerSource Broward. Sub-grantee shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer in need of system access so that CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

- F. Sub-grantee agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Sub-grant Agreement will be exchanged between the parties to this Sub-grant Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Sub-grant Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Sub-grantee, subcontractors and their employees may obtain access to information that is otherwise confidential, however, that access does not alter the confidential nature of the information. It is incumbent upon Sub-grantee, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Sub-grant Agreement by parties other than those specified in this Sub-grant Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas FLORIDACOMMERCE FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the FLORIDACOMMERCE Intranet.

V. Indemnity:

Sub-grantee is an independent contractor and shall carry out, exercise and execute its duties under this Sub-grant Agreement as an independent contractor. In discharging said duties and responsibilities, Sub-grantee shall exercise due and responsible care and shall comply with all assurances contained herein. Sub-grantee agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Sub-grant Agreement.

VI. Termination of the Sub-grant Agreement:

This Sub-grant Agreement may be terminated upon failure of either party to abide by the terms of the Sub-grant Agreement or for the convenience of the parties, within thirty days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Sub-grant Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of Sub-grant Agreement:

This Sub-grant Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Sub-grantee

Name of Sub-grantee:

JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC.

Name of President or Chief Officer or Chair: Laurie Sallarulo

(Signature) Laurie Sallarulo

(Title) President/ CEO

(Date) 06/24/2024

ACCEPTED BY CareerSource Broward:

Name of President/CEO: Carol Hylton

(Signature) Carol Hylton

(Title) President/CEO

(Date) 06/27/2024

EXHIBIT D

ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor or sub-recipient also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by identified by the DOL as of September 30, 2020 at: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>.

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

l. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for-profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (www.fvvs.Rov/offices/).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities: and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U S C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of this contract.
- 2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity
 - i. Is determined to have violated a prohibition in paragraph a. 1 of this award term: or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension
- b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminate if Contractor
 - 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or
 - 2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S C 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
 - 1. "Employee" means either:

- i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7

cc. Copeland 'Anti-Kickback' ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties. assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U S C. '1 352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as

amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk.Environmental Standards

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

evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

EXHIBIT E

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Laurie Sallarulo

06/24/2024

Signature

Date

Laurie Sallarulo

President/CEO

Print Name and Title of Authorized Representative

EXHIBIT F

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award

number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance

2. Status of Federal Action: _____ 3. Report Type: _____

a. bid/offer/application a. initial filing
b. initial award b. material change
c. post-award For Material Change Only
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity: _____
Prime _____

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier _____ if known:
Address of Prime:

Congressional District, if known: _____ Congressional District, if known: _____

6. Federal Department/ Agency: _____ 7. Federal Program Name/Description: _____

CFDA Number, if applicable: _____

8. Federal Action Number, if known: _____ 9. Award Amount, if known: _____

10. a. Name and Address of Lobbying Entity

b. Individuals Performing Services (including address if different from No. 10a.)
(If individual, last name, first name, MI)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):

_____ actual _____ planned _____

_____ a. retainer

12. Form of Payment (check all that apply): b. one-time fee

c. commission

a. cash d. contingent fee

b. In-kind, specify: nature _____ e. deferred

value _____ f. other, specify:

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.

² (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.³

Signature Laurie Sallarulo
Print Name Laurie Sallarulo
Title President/CEO
Telephone Number 954-979-7100
Date 06/24/2024

EXHIBIT G

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the Congress, an Officer of 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.
- (3) 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 agreements) and that subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

JUNIOR ACHIEVEMENT OF SOUTH FLORIDA, INC.

ISY

Grantee/Contractor/Organization	Program/Title
Laurie Sallarulo	06/24/2024
<i>Laurie Sallarulo</i>	
Name of Certifying Official	Date
Print Name and Sign	

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

EXHIBIT H

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.

- 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
 - 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

<i>Laurie Sallarulo</i>	06/24/2024
Signature	Date
Laurie Sallarulo	
Print Name	

EXHIBIT I

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

Laurie Sallarulo

06/24/2024

Signature and Date

Laurie Sallarulo

Printed Name

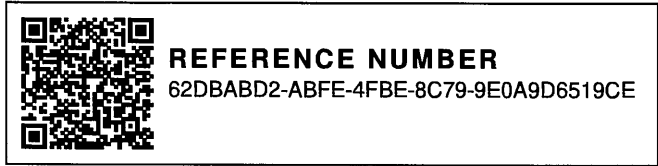
President & CEO

Title

Junior Achievement of South Florida

Organization

SIGNATURE CERTIFICATE



TRANSACTION DETAILS | **DOCUMENT DETAILS**

Reference Number
62DBABD2-ABFE-4FBE-8C79-9E0A9D6519CE

Transaction Type
Signature Request

Sent At
06/21/2024 17:50 EDT

Executed At
06/27/2024 09:47 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
43b0cfa68df0eeb2936156c3855e4a0c9b8f6d0e34d62a5f48407ccbbda1018c

Signer Sequencing
Enabled

Document Passcode
Disabled

Document Name
Junior Achievement Sub-Grant Agreement No 2024-2025-CR-WIOA-ISY-8001

Filename
Junior_Achievement_Sub-Grant_Agreement_No_2024-2025-CR-WIOA-ISY-8001.pdf

Pages
122 pages

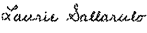
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application/pdf

File Size
1.48 MB

Original Checksum
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SIGNERS


SIGNER	E-SIGNATURE	EVENTS
<p>Name Jill Reipsa</p> <p>Email jill@jasouthflorida.org</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum e115496ab4c311ee0f1c840a58cbd45149d441949df8de5d99449d13d33417dc</p> <p>IP Address 45.17.56.128</p> <p>Device Microsoft Edge via Windows</p> <p>Drawn Signature </p> <p>Signature Reference ID 7D30AAED</p> <p>Signature Biometric Count 8</p>	<p>Viewed At 06/27/2024 09:46 EDT</p> <p>Identity Authenticated At 06/27/2024 09:47 EDT</p> <p>Signed At 06/27/2024 09:47 EDT</p>
<p>Name Monica McNerney</p> <p>Email Monica@JASouthFlorida.org</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum b475a002c60da469459146da413f5da9f5c6ed23d060de135f0cda1666c8bb31</p> <p>IP Address 172.59.210.179</p> <p>Device Mobile Safari via iOS</p> <p>Drawn Signature </p> <p>Signature Reference ID 94095F5C</p> <p>Signature Biometric Count 5</p>	<p>Viewed At 06/26/2024 16:55 EDT</p> <p>Identity Authenticated At 06/26/2024 17:12 EDT</p> <p>Signed At 06/26/2024 17:12 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
Name Laurie Sallarulo	Status signed	Viewed At 06/24/2024 09:01 EDT
Email laurie@jasouthflorida.org	Multi-factor Digital Fingerprint Checksum 97e3a3f040f7c793321cea8712ebe7b7eb01294607716da050c594565af653b3	Identity Authenticated At 06/24/2024 09:07 EDT
Signer Sequence 0	IP Address 67.191.7.248	Signed At 06/24/2024 09:07 EDT
Components 38	Device Chrome via Windows	
	Typed Signature 	
	Signature Reference ID 8D190F1F	

AUDITS

TIMESTAMP	AUDIT
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06/21/2024 17:50 EDT	Laurie Sallarulo (laurie@jasouthflorida.org) was emailed a link to sign.
06/22/2024 07:38 EDT	Laurie Sallarulo (laurie@jasouthflorida.org) viewed the document on Mobile Safari via iOS from 73.125.233.95.
06/22/2024 07:45 EDT	Laurie Sallarulo (laurie@jasouthflorida.org) viewed the document on Mobile Safari via iOS from 73.125.233.95.
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06/24/2024 09:01 EDT	Laurie Sallarulo (laurie@jasouthflorida.org) viewed the document on Chrome via Windows from 67.191.7.248.
06/24/2024 09:07 EDT	Laurie Sallarulo (laurie@jasouthflorida.org) authenticated via email on Chrome via Windows from 67.191.7.248.
06/24/2024 09:07 EDT	Laurie Sallarulo (laurie@jasouthflorida.org) signed the document on Chrome via Windows from 67.191.7.248.
06/24/2024 09:07 EDT	Adrinia Woods (adrinia@jasouthflorida.org) was emailed a link to sign.
06/24/2024 15:50 EDT	Adrinia Woods (adrinia@jasouthflorida.org) was emailed a reminder.
06/25/2024 15:45 EDT	Adrinia Woods (adrinia@jasouthflorida.org) was emailed a reminder.
06/26/2024 16:37 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) modified the signer name from 'Adrinia Woods' to 'Monica Mc Nerney ' and email from 'adrinia@jasouthflorida.org' to 'Monica@JASouthFlorida.org'.
06/26/2024 16:37 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) modified signer email/name for 'Junior_Achievement_Sub-Grant_Agreement_No_2024-2025-CR-WIOA-ISY-8001.pdf' on Chrome via Windows from 67.23.70.69.
06/26/2024 16:37 EDT	Monica Mc Nerney (Monica@JASouthFlorida.org) was emailed a link to sign.
06/26/2024 16:47 EDT	Monica Mc Nerney (Monica@JASouthFlorida.org) viewed the document on Chrome via Windows from 12.2.113.34.
06/26/2024 16:54 EDT	Monica Mc Nerney (Monica@JASouthFlorida.org) viewed the document on Mobile Safari via iOS from 172.59.210.179.
06/26/2024 16:55 EDT	Monica Mc Nerney (Monica@JASouthFlorida.org) viewed the document on Microsoft Edge via Windows from 12.2.113.34.
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06/26/2024 17:12 EDT	Jill Reipsa (jill@jasouthflorida.org) was emailed a link to sign.
06/27/2024 09:43 EDT	Jill Reipsa (jill@jasouthflorida.org) was emailed a reminder.
06/27/2024 09:46 EDT	Jill Reipsa (jill@jasouthflorida.org) viewed the document on Microsoft Edge via Windows from 45.17.56.128.
06/27/2024 09:47 EDT	Jill Reipsa (jill@jasouthflorida.org) authenticated via email on Microsoft Edge via Windows from 45.17.56.128.
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SIGNATURE CERTIFICATE

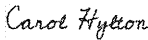


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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Moya Brathwaite</p> <p>Email mbrathwaite@careersourcebroward.com</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum a606476bfb4f7fde3603c1426f0c7c0bb3ed3dd0358b5634bf151f6dc21bb4e0</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Moya Brathwaite</i></p> <p>Signature Reference ID 78171F4D</p>	<p>Viewed At 06/27/2024 16:28 EDT</p> <p>Identity Authenticated At 06/27/2024 16:28 EDT</p> <p>Signed At 06/27/2024 16:28 EDT</p>
<p>Name Amber Williams</p> <p>Email amwilliams@careersourcebroward.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 4573ab7c531258e916f54d060f886bae8157b9920cea3ee42edfc779ab4aca86</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Amber Williams</i></p> <p>Signature Reference ID F9D0B460</p>	<p>Viewed At 06/27/2024 16:15 EDT</p> <p>Identity Authenticated At 06/27/2024 16:19 EDT</p> <p>Signed At 06/27/2024 16:19 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
Name Carol Hylton	Status signed	Viewed At 06/27/2024 16:08 EDT
Email chylton@careersourcebroward.com	Multi-factor Digital Fingerprint Checksum 91030ef93304fc425909f83b93a15977afe884c4e9e7c7b7d2c282cb16eccc0f	Identity Authenticated At 06/27/2024 16:09 EDT
Signer Sequence 0	IP Address 174.218.249.114	Signed At 06/27/2024 16:09 EDT
Components 4	Device Mobile Safari via iOS	
	Typed Signature 	
	Signature Reference ID 789508DD	

AUDITS

TIMESTAMP	AUDIT
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06/27/2024 16:09 EDT	Carol Hylton (chylton@careersourcebroward.com) authenticated via email on Mobile Safari via iOS from 174.218.249.114.
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06/27/2024 16:09 EDT	Amber Williams (amwilliams@careersourcebroward.com) was emailed a link to sign.
06/27/2024 16:11 EDT	Amber Williams (amwilliams@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
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06/27/2024 16:28 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

ELIGIBLE TRAINING PROVIDER CONTRACT

CONTRACT NO. 2022-2025-ETP-11008

BETWEEN

CAREERSOURCE BROWARD

AND

MARGATE MEDICAL TRAINING CENTER, INC.

Contractor/Vendor

CONTRACT NO. 2022-2025-ETP-11008

This Contract entered into on this 25th day of July, 2022 by and between **CareerSource Broward**, hereinafter referred to as "CSBD", having its principal office at 2890 W. Cypress Creek Road, Ft. Lauderdale, FL 33309 and **MARGATE MEDICAL TRAINING CENTER, INC.**, a private for-profit proprietary institution, hereinafter referred to as "Contractor", having its principal office at 6101 West Atlantic Blvd., Suite 212, Margate FL 33063

In consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

ARTICLE I

ORGANIZATIONAL STATUS AND INFORMATION

1.1 Contractor Status

- 1.1.1 Contractor hereby certifies that it is an approved institution licensed by the Florida Department of Education to operate as a degree and/or certificate granting institution in accordance with the requirements set forth by the Florida State Statutes, to provide the course(s) of training described in its application to CSBD.
- 1.1.2 This Contract facilitates the delivery of occupational skills training on an individual basis to students referred by CSBD to Contractor. Contractor warrants that the courses which a participant needs to complete training in the occupational area approved by CSBD are those courses found in the Contractor's Course Catalog and are in accordance with the State Board of Education or Florida Department of Education guidelines governing curriculum and course availability.
- 1.1.3 Contractor shall identify a Contract Liaison within five (5) days of the execution of this Contract and shall notify CSBD in accordance with the Notice section under this Contract whenever there is a change to that individual.
- 1.1.4 Contractor is entering into this contract with the agreement and understanding that their ability to serve as an "Eligible Training Provider" (ETP) and receive referrals into the programs approved for training by CSBD is subject to the requirements applicable to an ETP under the Workforce Innovation and Opportunity Act of 2014, P.L. 113 – 128 and guidance provided by the State of Florida Department of Economic Opportunity which can be found at:

https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9.

1.2 Change in Status

- 1.2.1 Contractor certifies that its legal name is as it appears in the introductory paragraph of this Contract and that any name change will be reported to CSBD within thirty (30) days of such action. In such cases an Amendment shall be executed by both parties. Should Contractor fail to notify CSBD of a name change, CSBD will immediately suspend referrals until such time as notice is received.
- 1.2.2 Approval of Contractor's program/course of training is granted by location. Contractor may not register or enroll CSBD participants into classes occurring at campuses not contained and approved in the application submitted to CSBD.
- 1.2.3 Contractor shall immediately inform CSBD of changes in location, accreditation status, licensure, certification, and certificate or issuing capacity.
- 1.2.4 Contractor shall immediately inform CSBD of changes to its degree requirements affecting courses of study on the CSBD Individual Training Account (ITA) list.

ARTICLE II

SCOPE OF SERVICES

2.1 TRAINING TO BE PROVIDED

- 2.1.1 Contractor agrees to provide training at its accredited and/or licensed facility, on-line or at an externship or clinical site based upon the approval granted by the CSBD governing boards at the time of submission of its application for the courses of study proposed to be placed on the Eligible Training Providers List, or ITA list as it is commonly known.
- 2.1.2 The programs of study into which CSBD students may be enrolled are limited to programs of study on the list of high demand occupations contained in the State of Florida's Regional Targeted Occupations List (TOL) for Broward County, which school is also on the list of approved schools and programs of study approved by the State of Florida and called the Eligible Training Providers List (ETPL), whose courses are approved by CSBD governing boards.

- 2.1.3 Contractor agrees to provide only the training specified in the Training Voucher presented to the campus Cashier's office for payment by CSBD participants.
- a. Course authorization shall only be transmitted via a CSBD Training Voucher. No oral approval of courses shall be honored for tuition reimbursement requests.
 - b. Should Contractor enroll students into courses not listed on the Training Voucher, the parties agree that CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.
- 2.1.4 Contractor agrees that this Contract does not obligate CSBD to refer students.
- 2.1.5 Contractor may refer prospective applicants to CSBD for program eligibility determination so that they may receive financial assistance for a program of study. Contractor agrees that this Contract does not obligate CSBD to refer students back to Contractor and that CSBD will determine whether the student has the qualifications and desire to attend Contractor's school.
- 2.1.6 Training shall be in the occupational area identified on the Training Voucher with the specified weeks of instruction, and/or hours per course as outlined on the applicable program sheets of the Contractor's current academic year Course Catalogs and approved for the student at the time of their enrollment as described on the CSBD ITA List.
- 2.1.7 Participant Training Vouchers, Referrals and Assessment
- a. An individual training account (ITA) refers to an amount as determined by the CSBD governing boards, which is available to pay for training for an eligible individual registered and enrolled in a CSBD funded program.
 - b. A training voucher indicates the amount of ITA funds allocated to an individual participant for the courses and time frames described on the voucher.
 - c. Neither Contractor nor enrolled eligible individuals have any property rights which attach to individual training accounts and may not access more than the amount necessary to pay for their tuition for the approved course into which they are enrolled or the limit set on the amount of the ITA by the CSBD governing board, whichever amount is lower.
 - d. The parties agree that the CSBD Training vouchers are not transferable and have no intrinsic value.

- e. To assure that CSBD participants are capable of attainment of the skills to be learned through Contractor's course of training, Contractor shall provide CSBD with the grade level at which textbooks for the individual courses of study are normed at the time of submission of their application for each individual course of study requested to be added to the ITA List.
 - f. Regardless of CSBD's participant/applicant scores on Contractor's entrance exams CSBD reserves to itself the right to assess participant/applicants as required by the state using nationally recognized assessment instruments such as the TABE test to determine whether the participant/applicant has the literacy and numeracy skills to be successful.
 - g. Participant/applicant TABE assessment scores which indicates that a prospective student/applicant is not on grade level with respect to the text book grade level provided to CSBD for the course to which the participant has applied, will result in the participant being counseled and denied approval for the individual training account needed for the student/applicant to attend the course of study at Contractor's school.
- 2.1.8 The approval of Training Vouchers for new students for a program of study is subject to performance by Contractor. Following CSBD governing boards' approval to add a program of study to the ITA list, Contractor shall be limited to ten (10) CSBD student/participants for each program of study from the date that the contract is signed, until such time as the seventy percent (70%) training-related placement rate can be documented through the State of Florida's management information system and/or Florida Education and Training Placement Information Program (FETPIP), as applicable, and as described in Article 6.1.1 below.
- 2.1.9 From time to time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from the CSBD Special Projects Program Manager. If a transfer is authorized by Contractor prior to receiving written approval from CSBD, CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.
- 2.1.10 Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old, as they will be considered expired and CSBD shall not be obligated to reimburse for those Training Vouchers.

2.2 Pell Grants And Other Financial Aid

- 2.2.1 Contractor agrees that its Financial Aid Office will assist CSBD participants in determining eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance and other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
- 2.2.2 CSBD shall obtain a signed release from each participant to whom a voucher is issued. The release shall be on a form supplied by Contractor or approved by Contractor and shall be drafted in accordance with FERPA requirements. CSBD or the student shall submit the releases to Contractor. Contractor agrees to provide CSBD with the amount of a participant's PELL grant award, or a copy of the participant's Student Aid Report or other document evidencing that the student has been awarded or denied a PELL grant or other financial aid and the manner in which the PELL grant or other financial aid will be disbursed, within thirty (30) days of receipt by the Contractor of notification of the award. This can be transmitted by FAX, email, or through some other system agreed to by CSBD and Contractor.
- 2.2.3 CSBD will issue an initial Training Voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to CSBD by Contractor.
- 2.2.4 Contractor agrees that they will not collect tuition more than one time for each individual CSBD participant referred. Contractor may not seek or apply Workforce Innovation and Opportunity Act (WIOA) or Welfare Transition Program (WTP) funds and/or any other grant received by CSBD used to pay for participant training/tuition to the total tuition costs for the same participant. Contractor may not combine PELL and WIOA or PELL and WTP funds if the combination of the payments will be in excess of the total tuition listed in the publicly advertised catalogue. Contractor agrees to accept the WIOA and/or WTP payment made by the CSBD as full payment for the tuition and shall not withhold any PELL or other grants in aid or scholarships or in any way hold the participant responsible for any unpaid tuition regardless of whether participant completes training or not except where the CSBD payment and the PELL, other grants in aid, or scholarships are less than the Contractor's tuition, in which case Contractor may also retain the PELL and other financial aid payments. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of WIOA/WTP funds.

- 2.2.5 Contractor agrees to immediately inform CSBD if its student federal loan default rate falls below the threshold which governs Contractor's PELL eligibility.
- 2.2.6 Contractor agrees to inform CSBD if the Contractor is placed on any Federal Title IV sanctions related to default rates.
- 2.2.7 Contractor will not defer or delay payments of PELL or other financial assistance to students.

ARTICLE III

COMPENSATION

3.1.1. Tuition, Fees, and Training Vouchers

- 3.1.1 Contractor shall be responsible for the day-to-day administration, coordination, and operation of its program including fiscal and administrative record keeping and documentation.
- 3.1.2 Contractor certifies that the tuition charged for CSBD participants is not more than that charged to the general public.
- 3.1.3 In addition to limiting tuition to the cost of the publically advertised price reimbursement of tuition shall be limited to the Training Voucher amount issued to the student.
- 3.1.4 Payments to Contractor shall be subject to the terms and conditions of this Contract.
- 3.1.5 The CSBD Training Voucher may cover enrollment, tuition, book and lab fees, registration and such other fees, as applicable, minus any scholarships or other financial aid per student, pursuant to the Training Voucher, which cannot exceed the amount of the Individual Training Account cap approved by the CSBD governing boards, regardless of whether this amount covers the total cost of participant's tuition, registration, testing, books, and lab fees. The amount of the individual training account cap is subject to change regardless of any formal notice to Contractor, as changes in the cap are determined by the CSBD governing boards at a public meeting.
- 3.1.6 CSBD shall not be obligated to pay in excess of the Individual Training Account amount approved for a participant.
- 3.1.7 Policies regarding payment for books, tools, related expenses, and lab fees shall be subject to the CSBD policies regarding their inclusion or non-

inclusion in the individual training account limitation and costs determined allowable for reimbursement per participant.

- 3.1.8 Contractor is responsible for verifying costs to be included in the Individual Training Account cap to be paid by CSBD for each individual enrolled prior to or simultaneous with a participant's enrollment. In the event the tuition and related expenses are less than the Individual Training Account cap set by the CSBD governing boards, CSBD shall only be obligated to pay the actual cost of the tuition and approved related expenses.
- 3.1.9 Contractor agrees to accept the CSBD Training Voucher to provide payment coverage and allow students to register and enroll a participant in lieu of cash or a check prior to the start of classes. Each Training Voucher will list the course selections and other items allowable for that participant. Contractor shall submit invoices to CSBD for each Training Voucher submitted and accepted by Contractor.
- 3.1.10 Entry into this Contract for purposes of payment is based on Contractor's annual advertised tuition or price as advertised to the general public. Reimbursement for CSBD participants' tuition may not exceed the advertised total tuition costs or price as contained in the catalogue published for the general public. Contractor may not charge CSBD for tuition and related fees in excess of those advertised to the general public, nor may contractor change the content or required books, supplies and lab fees for CSBD students in excess of what is advertised and charged to the general public.
- 3.1.11 Contractor prices may change from the time of their application and approval for inclusion on the ITA List. Contractor agrees to maintain the price proposed at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. Contractor may submit adjustments to their price schedule in May of each year to be effective July 1 through June 30 of the following program year. In no case does CSBD agree to pay in excess of the cap set for Individual Training Accounts/Vouchers by the CSBD governing boards. The CSBD Program Year begins on July 1 and ends on June 30 each year.
- 3.1.12 For private not-for-profit or private for-profit institutions, CSBD shall pay tuition on a monthly basis by dividing the amount of the tuition and other costs up to the Individual Training Account awarded the participant in accordance with the cap set by the CSBD governing boards into monthly installment payments. CSBD shall not be responsible for reimbursement of tuition for any month in which participant(s) is not in attendance for a minimum of ten (10) class days a month.

3.1.2. Withdrawal and Drop Fees

3.2.1 Contractor agrees that the payment of tuition and fees by CSBD for participants who withdraw or drop courses shall be governed as follows:

- a. For withdrawals within the first ten (10) class days of the month, CSBD shall not be responsible for the monthly tuition installment payment for that month or for any subsequent month for any unpaid portion of the tuition for which CSBD would otherwise be responsible as applicable to the individual who has dropped out or withdrawn.
- b. For withdrawals after the first ten (10) class days of the month, CSBD shall be responsible for the monthly payment through that month only; after which, CSBD shall not be responsible for any unpaid portion of the tuition applicable to the individual who has dropped out or withdrawn.
- c. Contractor agrees that participants referred by CSBD who subsequently withdraw, shall not be personally responsible for any unpaid tuition or fees.
- d. Contractor shall return all refunds or credits to CSBD within forty-five (45) business days of receipt or credit respectively, with sufficient information to identify the cause of that refund or credit.

3.1.3. Invoices

3.3.1 Contractor agrees to provide CSBD with student attendance data with each invoice submitted for payment.

3.3.2 Contractor shall date stamp Training Vouchers when they are received. In order to receive payment, Contractor shall submit an invoice to CSBD within forty five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty five (45) days of receipt of the Training Voucher shall be voided and CSBD will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for CSBD to reimburse for the Training Voucher.

3.3.3 In general, CSBD shall not be obligated beyond the maximum Individual Training Account/voucher cap set by the CSBD governing boards. Further, CSBD shall only be obligated for payments through withdrawal or completion of participant(s) whichever amount is less.

3.3.4 Tuition and fees billed to CSBD must be calculated minus any scholarships or other financial aid available and awarded to the participant.

3.3.5 Invoice Errors

Contractor shall be trained by CSBD regarding the correct way to submit invoices for the reimbursement of tuition. Submission of multiple invoices containing errors shall be reported to the CSBD governing boards and shall be considered a performance failure. Following the training, Contractor will receive a written warning from CSBD if Contractor submits invoices:

- a. Containing mathematical errors, or
- b. Which seek reimbursement for items not covered by the budget, or
- c. Which are late, or
- d. Which do not have the appropriate supporting documentation.

3.3.7 Upon final payment to Contractor of amounts due at the end of each program year under this Contract, less any credits, refunds, or rebates due to CSBD, Contractor hereby releases and discharges CSBD from any financial claims arising from this Contract for that program year. To be entitled to payment, invoices must be received from Contractor within forty five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited and CSBD will not honor any requests submitted after the aforesaid time period.

3.4 Reimbursement of Tuition for Youth

3.4.1 Contractor agrees that with respect to any youth referred by CSBD between the ages of 18 and 24 (who have not yet reached their 24th birthday), Contractor will accept the PELL and the CSBD ITA in full payment of their tuition. Any balance of tuition owed will be granted to the youth as a scholarship. CSBD may approve a youth between the ages of 16-18 on a case by case basis with state approval.

3.5 Payment Withholds

3.5.1 To the extent considered necessary by CSBD any sums due Contractor under this Agreement may be retained by CSBD until all of CSBD's claims for credits, overpayments, erroneous payments, payments not due Contractor for reasons of nonattendance or any other reason, pursuant to this Agreement have been resolved. Any amount withheld shall not be subject to interest payments on the part of CSBD.

ARTICLE IV

CONTRACT DOCUMENTS

4.1 Incorporation of Documents by Reference

4.1.1. This Contract incorporates by reference the following documents as if fully set forth herein:

- a. The Contractor Catalog which is on file with Contractor and a copy of which has been provided to CSBD.
- b. Contractor's completed general application to CSBD and each course/program application to be included as an eligible training provider on the CSBD list which is on file with CSBD.
- c. Exhibit B, Safeguarding the Confidentiality of Student Records and Information.
- d. The Training Voucher(s). Added as participants are referred. Sample included as Exhibit C.
- e. Certification regarding Debarment and Suspension.
- f. Drug Free Workplace Form.
- g. Lobbying Certification.
- h. Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)
- i. Byrd Anti-Lobbying Certification
- j. Certification Regarding Environmental Tobacco Smoke
- k. Assurances and Certifications.
- l. A copy of the licenses/approvals from Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the CSBD governing boards has designated as necessary to meet licensing and accreditation criteria, thereby making Contractor eligible to be on the ETP List which when forwarded by Contractor are on file with CSBD.
- m. Accreditation Information, Institutional and/or Programmatic provided by Contractor and on file with CSBD.

- 4.2.1. The documents referenced above shall be referred to collectively as the "Contract Documents." Exhibits denoted as on file are not attached to this Contract but are available upon request. Where there is a conflict between them, the documents shall control in this order:
- a. The Contract Provisions.
 - b. The Training Voucher.
 - c. The Contractor Catalog submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.

ARTICLE V

TERMINATION, SUSPENSION AND FAILURE TO PERFORM

5.1 Termination

- 5.1.1 Either party may terminate this Contract upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Contract or such shorter period as may be mutually agreed to by CSBD and Contractor. Contractor will be entitled to receive payments for tuition in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. CSBD shall not be liable for any expenses incurred by the Contractor after the effective date of termination of the Contract or any Amendment hereto.
- 5.1.2 Any termination or suspension notice shall be by written notice from CSBD to Contractor or from the Contractor to CSBD in accordance with the Notice section under this Contract. In the event of a termination, which is not for cause, Contractor shall be entitled to payment for approved incurred costs through the date of termination in accordance with the payment provisions under this Contract and only to the extent that funds are made available to CSBD to make such payments.
- 5.1.3 The Parties hereby agree and understand that all tuition payments are contingent upon the availability of federal funds and the continued authorization for program activities under the Workforce Innovation and Opportunity Act, the Welfare Transition Program, or any grant received by CSBD which is used to pay for participant training/tuition as applicable. CSBD may immediately terminate this Contract or provide notice regarding the lack of funds to continue payment of tuition for individual students if for

any reason either the US DOL or the State of Florida fails to provide funds for the grant through which this Contract is funded.

5.1.4 CSBD may terminate this Contract at any time that the CSBD authorized representative determines that:

- a. Contractor has failed to provide the program of study or any of the services Contractor has contracted to provide under this Contract or in its Catalog, or
- b. Contractor has failed to comply with Workforce Innovation and Opportunity Act or Welfare Transition Program requirements affecting PELL or other grants in aid or the training to be provided, or
- c. Contractor's school is not located at the address authorized by the Florida Department of Education, or
- d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education, or
- e. Contractor is charging CSBD participant/students a tuition and applicable fees different from that offered to the general public for the course of study publically advertised or for the same course of study, or
- f. Contractor's status as an ETP has been suspended by the Florida Department of Economic Opportunity because Contractor has:
 - i. Reported inaccurate performance or demographic information to the state, or
 - ii. Substantially violated the requirements for ETP under WIOA, or the policy issued by CareerSource Florida attached to this Contract as Exhibit A, incorporated herein as if fully set forth in its entirety, or
 - iii. Engaged in fraud, criminal acts, incapacity, unfitness, neglect, incompetence, and irresponsibility, an offer of unlawful remuneration to attract participants, misfeasance, malfeasance, nonfeasance or lack of performance.
 - iv. Suspension under these circumstances will be for a period of two (2) years, at which time the provider may reapply for initial eligibility.
- g. Contractor has failed to take corrective action:
 - i. Regarding a student Complaint. In the event of a student/participant complaint if it relates to Contractor, Contractor shall address the

complaint in accordance with its internal processes. If the complaint is brought to CSBD, CSBD shall refer the student to Contractor.

- ii. In the event that a monitoring or audit finding related to fiscal issues arises and after notification contractor has not complied with CSBD requested corrective action.
- h. Accreditation of Contractor's school and/or course of study has been suspended or lost, or
- i. If evidence of insurance is not provided.
- j. If it is found that the training is not in accordance with that which was approved by the CSBD governing boards, or
- k. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ITA List, or
- l. If the school or a program of study which was eligible for Title IV federal assistance through PELL grants loses its eligibility to receive PELL grants for its students or for a program of study, or
- m. Contractor's eligibility as an ETP has been revoked or suspended by the State of Florida or by CSBD.
- n. Contractor has not met the required performance as described below in Article 5.3, or
- o. If there have been no enrollments into Contractor's courses of study within any twelve (12) month period during the term of this Contract, or
- p. If Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.

5.2 SUSPENSION

5.2.1 CSBD may suspend Contractor's Contract or referrals into a program:

- a. For any of the reasons listed in Article 5, section 5.1.4.
- b. CSBD may suspend referrals to a course of study in the event that the Contractor delays the start date of training by more than five (5) business days.

- c. CSBD may suspend referrals to a course of study in the event that the occupational training does not result in an average minimum entry wage required for Broward County pursuant to CSBD governing boards' policy.
- d. CSBD may suspend referrals to a program on the ITA list if more than fifty percent (50%) of the course's total enrollment is comprised of CSBD or other WIOA supported participants.
- e. CSBD may suspend referrals to a program on the ITA list if the training program is for a job or occupation no longer considered to be in demand because it ceases to be on the State of Florida Regional Targeted Occupations List (TOL) for Broward County, or pursuant to CSBD governing boards' policy the occupation is deemed to be saturated because there are more applicants than there are jobs, or
- f. CSBD may suspend referrals to a program on the ITA list if the program of study is materially changed in terms of additional hours to complete the course and/or there is an increase in tuition.
- g. CSBD may suspend Contractor's Contract if the documents necessary to complete the Contract file are not provided, including but not limited to appropriate resolutions identifying the signor, or incomplete Execution pages due to an unauthorized signor, or the name provided is not the correct legal name of the entity.
- h. If following a visit or receipt of information regarding contractor CSBD deems the course of study or school to be detrimental to CSBD participants.
- i. Contractor has not met the required performance as described below in Section 5.3.

5.3 FAILURE TO PERFORM

5.3.1. CSBD may terminate this Contract or suspend referrals to an approved program of study on the CSBD ITA list of approved courses if a minimum of seventy percent (70%) of the students enrolled by CSBD and who complete their training are not placed in training related jobs pursuant to CSBD policy within ninety (90) days following the completion of training or within a period approved by the CSBD governing boards from the date of completion of training. This determination will be based upon:

- a. A denominator consisting of the number of CSBD participants enrolled in the course that successfully completes the training and a numerator consisting of those individuals who successfully complete training and

are placed into a training related job within the time period approved by the CSBD governing boards from the date of completion of training.

- b. Training related placement performance will be reviewed by CSBD on a bi-annual basis
- 5.3.2. CSBD shall provide Contractor with information from time to time regarding the training-related placement performance of students as it appears in the State of Florida Management Information System used to evaluate CSBD Performance.
 - 5.3.3. CSBD staff will communicate in writing with Contractor to discuss any need for corrective action.
 - 5.3.4. If performance is not met, the course of training will be removed from the ITA List. Referrals will continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time Contractor may reapply to be included on the CSBD Eligible Training Provider List.
 - 5.3.5. If Contractor's eligibility to serve as an ETP is terminated or suspended, they shall be liable for the repayment of funds received under this contract during the time period any of the violations described in paragraph 5.1.4 e occurred.

ARTICLE VI

GENERAL REQUIREMENTS

6.1 REPORTS AND INFORMATION

6.1.1 Submission of Reports and Required Documents

- a. Contractor agrees to file course completion and placement information for CSBD students with the Florida Education and Training Placement Information Program (FETPIP) Office of the State of Florida and to provide CSBD with copies of the FETPIP report annually or upon CSBD's request.
- b. Contractor agrees to assist CSBD participants in obtaining instructor signatures on attendance sheets.
- c. Contractor agrees to provide CSBD with a copy of its insurance certificate which cites CSBD as the named insured on an annual basis for the duration of the contract.

- d. Contractor shall provide a copy or evidence of a license, certificate, or degree, if any obtained by CSBD participants, as well as any academic or equivalent degree, or such other skill certificate as may be awarded to graduates of Contractor's program even if the participant has an outstanding balance with the school.
- e. Contractor agrees to provide CSBD with the educational and financial records of CSBD participants enrolled in Contractor's college, university, or institution in accordance with the FERPA release signed by the participant/student, should the release be required.
- f. Contractor agrees to provide CSBD with tuition information provided to the general public.
- g. Contractor agrees to provide CSBD with such additional information as may be required by the State of Florida including but not limited to:
 - i. The percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program.
 - ii. The percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program;
 - iii. The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program
 - iv. The percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program. (For the purposes of this clause, program participants who obtain a secondary diploma or its recognized equivalent shall be included in the percentage counted only if such participants, in addition to obtaining such diploma or its recognized equivalent, have obtained or retained employment or are in an education or training program leading to a recognized postsecondary credential within one (1) year after exit from the program.
- h. Contractor agrees to notify CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.

6.1.2 Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training

- a. Contractor agrees to notify CSBD within five (5) business days of a participant's formal withdrawal, absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
- b. Contractor agrees to notify CSBD when a participant successfully completes the training program and will provide CSBD with a copy of the certificate of completion or the degree.

6.2 Maintenance and Disclosure of Records, Monitoring, and Confidentiality

- 6.2.1 Contractor shall keep copies of all records, accounts, and documents pertaining to the operation of this Contract or any Amendment hereto for five (5) years following the expiration of this Contract.
- 6.2.2 In the event of an audit or monitoring finding, claim, litigation, negotiation or other action involving this Contract or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- 6.2.3 Contractor agrees to allow authorized representatives of CSBD, the Florida Department of Economic Opportunity (DEO), the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor (US DOL), or Health and Human Services (HHS) to monitor classes in which participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and payments covered under this Contract. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws"). Contractor shall only disclose personally identifiable student information to CSBD pursuant to a FERPA Authorization Form, specifying the student information to be released, the purpose of the release, and the recipient, CSBD, signed by students whose tuition is in whole or in part paid for by CSBD. Further Contractor shall provide a FERPA release to CSBD for each student in the CSBD program with respect to whom information is requested from CSBD,
- 6.2.4 In addition to the requirements under Article 6, section 6.2.3, Contractor and CSBD will comply with the requirements of **Exhibit B**, Safeguarding the Confidentiality of Student Records and Information.

6.3 Notice

- 6.3.1 All notices required to be given to CSBD under this Contract shall be sufficient when faxed, hand delivered or mailed to the CSBD President/CEO

c/o CSBD at its office located at: 2890 W. Cypress Creek Rd., Fort Lauderdale, FL 33309.

6.3.2 All notices required to be given to the Contractor under this Contract shall be sufficient when faxed, hand delivered, or mailed to Contractor's President or his/her designee, at their office located at the address entered in the first paragraph of this Contract.

6.4 Force Majeure

6.4.1 "Force Majeure" shall mean an event beyond the control of Contractor or CSBD which prevents a Party from complying with any of its obligations under this Contract, including, but not limited to:

- a. An act of God, such as, but not limited to, hurricanes, earthquakes, drought, tidal waves and floods.
- b. Explosions and fire.
- c. War, hostilities, whether war be declared or not, invasion, act of foreign enemies, mobilization, requisition, or embargo.
- d. Strike, go slows, lock outs or disorder.
- e. Acts or threats of terrorism.

6.4.2 In the event of a Force Majeure

- a. Neither the Contractor nor CSBD shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the Effective Date.
- b. The "Affected Party" prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
- c. If Contractor is unable to hold classes or to register and enroll students, CSBD may direct students to other schools or may advise them to wait until Contractor is operational depending upon what will best suit the student/participant.
- d. If participants have already submitted their vouchers but have not yet attended class or are within the drop/add period Contractor shall return the fees and tuition paid if requested by CSBD.

- e. If participants have attended class and are beyond the drop/add period, Contractor and CSBD shall meet to determine the best course of action for the students. This may include a pro rata partial refund of the tuition paid.

6.5 Compliance with Applicable Laws and Regulations

- 6.5.1 Contractor agrees to adhere to Workforce Innovation and Opportunity Act of 2014, P. L. 113 - 128 as it may be amended and the rules promulgated thereunder, and the Florida Welfare Transition Program, FS 445 as amended as they may apply to the terms and conditions of this Contract.
- 6.5.2 Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-contracts.
- 6.5.3 Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD.
- 6.5.4 When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as referenced in Article 4, section 4.1.1 (f). If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required, it may be obtained from CSBD. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the CSBD Legal Department.
- 6.5.5 When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, the Contractor is not presently nor previously within a three (3) year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor will provide assurances of compliance as referenced in Article 4, section 4.1.1 (d) entitled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.
- 6.5.6 When applicable, the Contractor shall disclose all related party transactions.
- 6.5.7 E-Verify: Contractor agrees to comply with Florida Statutes 448.098 and shall:

- a. Use the E-Verify system to verify the work authorization status of all new hires, contractors and subcontractors,
- b. Not employ, contract with, or subcontract with an unauthorized alien,
- c. Obtain affidavits from its applicable contractors swearing and affirming that such subcontractors do not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.

6.5.8 Prohibition on certain telecommuting and video surveillance services or equipment-2 CFR 200.216

a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment

and services, and to ensure that communications service to users and customers is sustained.

6.5.9 Statutory and national policy requirements-2 CFR 200.300

a. The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

b. The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310

6.6 No Waiver of Sovereign Immunity

6.6.1 If Contractor is a state agency as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

6.7 Governing Law And Venue

6.7.1 This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida the venue situs.

6.7.2 To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.

6.8 Contractor Obligations To Adhere To Public Entity Crimes Policy

6.8.1 Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a Contractor, Consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD competitive procurement activities.

6.8.2 In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity crime) and that it has not been formally charged with committing an act defined as a (public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.9 Equal Employment And Compliance With Discrimination Laws

6.9.1 In the discharge of Contractor's duties, Contractor agrees to adhere to the following equal employment laws as applicable to Contractor:

- a. Compliance with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
- b. Compliance with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
- c. Compliance with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.
- d. Compliance with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended.

- e. Compliance with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)
- f. Compliance with WIOA Non-Discrimination Requirements at section 188 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.

6.9.2 With respect to a determination of undue hardship as it applies to the provision of an accommodation for an individual with a disability Contractor must adhere to 29 CFR Part 37.

6.9.3 Contractor assures that its facilities are accessible to the disabled. Should it be determined that Contractor does not meet the minimum requirements as established by US Department of Labor Civil Rights Center Disability Checklist they will be removed from the CSBD ITA list.

6.10 Insurance

6.10.1 This is a Vendor Contract. Contractor shall maintain such third party liability and other insurance as is usual and customary for like schools and institutions providing instruction in courses similar to those provided by Contractor. Schools shall at a minimum maintain:

- d. General Liability Insurance on a negligence basis, including injuries and accidental death to any person in an amount not less than one million dollars (\$1,000,000) and subject to the same limit for more than one person in an amount not less than one million dollars (\$1,000,000) on account of one (1) accident.
- e. The Contractor shall make available to CSBD Certificates of Insurance prior to commencing any operations under this Contract, with such certificates clearly indicating that the Contractor has obtained insurance in the amounts, type and classifications specified in this section.
- f. All insurance coverage required by CSBD under this Contract shall cite CSBD as an additional insured under the policy. In the event the policy is cancelled, CSBD shall have the right to cancel this Contract.

6.11 Amendments

6.11.1 This constitutes the entire Contract between the parties. Any modification or addition hereto shall not become binding on either party until accepted by both parties, reduced to writing and attached hereto as an Amendment to this Contract.

6.11.2 The parties further agree that this Contract may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.

6.12 Assignment

Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Contract without prior written approval of CSBD.

6.13 Prior Contracts

This document incorporates and includes, all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, Contracts, understandings concerning the subject matter of this Contract, that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and CSBD. In the event that any of the terms and conditions set forth in this Contract is in conflict with Contractor's official proposal, the conflict shall be resolved in favor of this Contract.

6.14 Independent Contractors

The parties understand and agree that they are independent contractors and no provisions of this Contract shall be construed as creating an agency or employment relationship between the parties and their employees, agents, subcontractors or assigns.

6.15 Headings

The headings of the sections of this Contract are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

6.16 Term

6.16.1 This Contract shall begin on the date it is executed by all the parties and shall terminate on June 30, 2025 unless:

- a. Contractor's status as an eligible training provider on the State of Florida's Eligible Training Provider List is terminated and course approval by the CSBD governing boards. is terminated; or

- b. This contract is terminated or suspended in accordance with Article V, or
- c. Contractor fails to reapply for ETP status three (3) months prior to June 30, each year in which approval is required to continue on the Eligible Training Provider List in which case there will be no referrals to Contractor until their "continued eligibility" as an ETP has been approved by the Florida Department of Economic Opportunity.

6.16.2 CSBD reserves the right to continue participants referred by CSBD to Contractor until their training is complete or to transfer the participants and be relieved of its obligation to Contractor for payments beyond the termination date if this Contract is terminated because:

- a. Contractor has lost their eligibility status as an ETP for any reason.
- b. The contract is terminated in accordance with Article V.

6.17 Execution

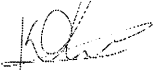
This document shall be executed in two (2) counterparts, each of which shall be deemed as original, or may be executed in digital format which shall be deemed as original.

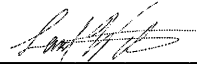
EXECUTION PAGE

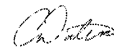
IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: MARGATE MEDICAL TRAINING CENTER, INC., signing by and through its President following Margate Medical Training Center Inc. (Board, Executive, Commission) approval on the 19 day of July, 2022 and CareerSource Broward signing by and through its President/CEO.

AS TO MARGATE MEDICAL TRAINING CENTER, INC.:

ATTEST:





By: 

(Signature)

Printed Name: Coretta Waters

Title: President

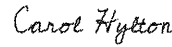
Date: 07/19/2022

AS TO CAREERSOURCE BROWARD:

ATTEST:

Amy Winer

Moya Brathwaite

By: 

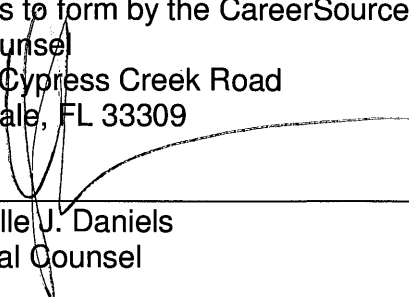
(Signature)

Printed Name: CAROL HYLTON

Title: PRESIDENT/CEO

Date: 07/25/2022

Approved as to form by the CareerSource Broward
General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: 

Rochelle J. Daniels
General Counsel

Exhibit B

Safeguarding the Confidentiality of Student Records and Information

The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA.

Each party participating in this Agreement agrees to:

- (1) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or as required or permitted by law unless the parent of a student provides prior written consent for their release. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.
- (2) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements.
- (3) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement, and
- (4) Each party to this Agreement agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law.

This section shall survive the termination of all performance or obligations under this Agreement.



2890 W Cypress Creek Road
 Fort Lauderdale, FL 33309
 csbd@careersourcebroward.com
 www.careersourcebroward.com
 (954) 202-3830
 FAX: (954) 202-3620

 Issue Date: _____
 Expiration Date: _____

THIS VOUCHER IS VALID
 48HRS AFTER ISSUEDATE

Participant

ID:
 123 Main Street
 Davie, FL 33324
 (954) xxx-xxxx
 Account #:

Success Coach

Jane Doe
 (000)000-0000
 Location: South OneStop

Funding Source
 WTP

Training Provider

BROWARD COLLEGE (XXXXX)
 ATTN:
 6400 NW 6 WAY
 FORT LAUDERDALE, FL 33309
 954-XXX-XXXX

Training Program

Business Administration AS (Central) BC Code 1111/1111B
 Begin Date:
 End Date:
 Total Program Cost: \$xxxx.00
 Onet Title: Administrative Services Managers

Description of Costs

<u>Item Description</u>	<u>Category</u>	<u>Unit Price/Fee</u>	<u>Quantity</u>	<u>Total</u>
Summer 2020 Tuition	Tuition/ITA	1111.00	1	\$1111.00
Grand Total:				\$1,111.00

Note To Training Provider

This Individual Training Account (ITA) Voucher will only cover the tuition for the specific Participant and Training Program/Coursed listed above. By accepting this voucher, you understand that any tuition and/or training costs incurred by the Participant for a training program/course, other than the program/course listed above, will not be reimbursed or be an obligation of CareerSource Broward (CSBD). The Pell Grant must be used first for payment of tuition prior to billing CSBD, where applicable, as per the *Workforce Innovation And Opportunity Act of 2014*. **Please return this form with your invoice to the address listed above, ATTN: Finance Department**

Note To Participant

By signing below, you agree to the following: a) to give permission for the above named Training Provider to release my ITA-related Training performance, academic, financial aid, and/or behavioral information to CSBD; b) to provide the original ITA Voucher to the above Training Provider to complete the enrollment/registration process; and c) that it is my responsibility to pay for any training-related costs Above my approved ITA amount and/or that are not required for the above named Training Program.

Payment & Invoicing

Upon acceptance of this voucher, the Training Provider agrees to comply with CSBD policies, invoicing procedures and reporting requirements. An ITA Voucher is for the training program and/or training-related items listed above only. No handwritten changes will be accepted for payment. Direct all tuition/item discrepancies to the CSBD Success Coach listed above. Voucher is valid before the start date, after the end date and upon depletion of the Participants approved ITA dollar amount listed. ***Direct all invoicing questions to the CSBD Finance Department, using the contact information at the tip of the page.

Participant Signature _____ Date _____

Success Coach _____ Date _____

Supervisor Signature _____ Date _____



**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

Before signing this certification, read the attached instructions, Attachment A, which are an integral part of the certification.

- (1) The prospective recipient of Federal Assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.

- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Margate Medical Training Center Inc
Contractor Name

Coretta Waters President
Name and Title of Authorized Representative


Signature

March 21, 2022
Date



CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart, F.I, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A.
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of



each affected contract/Grant.

- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is so convicted.
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- H. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.
 Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Coretta Waters (President) Margate Medical Training Center Inc.
 Name and Title of Authorized Representative, Name of Contractor

[Signature]
 Signature

March 21, 2022.
 Date



CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the Congress, an Officer of 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.
- (3) 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 agreements) and that subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

<u>Margate Medical Training Center Inc</u>	
Grantee/Contractor/Organization	Program/Title
<u>Coretta Waters</u>	<u>March 21, 2022</u>
Name of Certifying Official	Date
Print Name and Sign	

**Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)*

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource Broward and Contractor.

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of the Department for Economic Opportunity (hereinafter, DEO) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Investment Act (WIA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Contractor, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Contractor is aware that there is a DEO Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.

C. Contractor, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Contractor must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Contractor's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Agreement to CareerSource Broward.

D. Contractor shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Contractor will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Contractor will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit D. These forms shall be submitted to CareerSource

Broward. Contractor shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer in need of system access so that CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

F. Contractor agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Contractor, subcontractors and their employees may obtain access to information that is otherwise confidential; however, that access does not alter the confidential nature of the information. It is incumbent upon Contractor, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the DEO Intranet.

V. Indemnity:

Contractor is an independent contractor and shall carry out, exercise and execute its duties under this Agreement as an independent contractor. In discharging said duties and responsibilities, Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. Contractor agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

This Agreement may be terminated upon failure of either party to abide by the terms of the Agreement or for the convenience of the parties, within thirty (30) days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of Agreement:

This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Contractor

Name of Contractor: MARGATE MEDICAL TRAINING CENTER, INC.

Name of President or Chief Officer: Coretta Waters

(Signature) 

(Title) President or Chief Officer

(Date) 07/19/2022

ACCEPTED BY CareerSource Broward:

Name of President/CEO: CAROL HYLTON

(Signature) 

(Title) President/CEO

(Date) 07/25/2022



INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.

Subawards¹. Type of Federal Action: _____
3. Report Type: _____

2. Status of Federal Action: _____

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

- a. bid/offer/application
- b. initial award
- c. post-award

- a. initial filing
 - b. material change
- For Material Change Only
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity: _____ Prime _____
Subawardee, Enter Name and Subawardee Tier _____ if known:
Address of Prime: _____

5. If Reporting Entity in No. 4 is

Congressional District, if known: _____

Congressional District, if known: _____

6. Federal Department/Agency: _____

7. Federal Program Name/Description: _____

CFDA Number, if applicable: _____

8. Federal Action Number, if known: _____

9. Award Amount, if known: _____



10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI)
(last name, first name, MI)

b. Individuals Performing Services
(including address if different from No. 10a.)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply):
_____ actual _____ planned

12. Form of Payment (check all that apply):

a. cash
b. In-kind, specify: nature _____
value _____

13. Types of Payment (check all that apply):

a. retainer
b. one-time fee
c. commission
d. contingent fee
e. deferred
f. other, specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.

2 (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.³

Signature *Coretta Waters*

Print Name Coretta Waters

Title President

Telephone Number 9545313585 Date 07/19/2022

4. Include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checker "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

Approved by OMB 0348-0046
³ Approved by OMB 0348-0046

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Authorized for Local Reproduction Standard Form LLL-A




7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
--

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

 07/19/2022

Signature and Date
Coretta Waters

Printed Name
President

Title
Margate Medical Training Center Inc

Organization



ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the Grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Grantee hereby certifies and assures that it will fully comply with the following:

- A. Assurances – Non-Construction Programs (SF 424 B)
- B. Debarment and Suspension Certification (29 CFR Part 98)
- C. Certification Regarding Lobbying (29 CFR Part 93)
- D. Drug free Workplace Certification (29 CFR Part 98)
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

By signing the agreement, the Grantee is providing the above assurances and certifications as detailed below:

- A. **ASSURANCES – NON-CONSTRUCTION PROGRAMS.** NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.c 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.
5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16



U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

6. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The prospective Grantee certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and Federal department or agency;

Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

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

Where the prospective Grantee is unable to certify to any of the statements in this certification, such prospective Grantee shall attach and explanation to this proposal [or plan].

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned (i.e. Grantee) 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 Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.



Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Grantee, attests and certifies that the Grantee will provide a drug-free workplace by the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b, with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the entire certification.

Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.



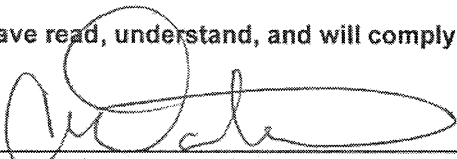
E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

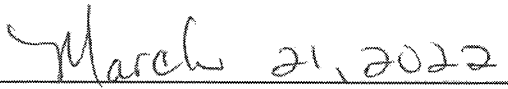
- (1) Section 188 of the Workforce Investment Act of 1998 (WIA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I B financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I – financially assisted program or activity. The Grantee understands that AWI and the United States has the right to seek judicial enforcement of the assurance.

I have read, understand, and will comply with the above Assurances and Certifications:



Authorized Representative



Date

SIGNATURE CERTIFICATE



REFERENCE NUMBER

55AE9663-682A-498B-9119-D5005CBA17AA

TRANSACTION DETAILS

Reference Number
55AE9663-682A-498B-9119-D5005CBA17AA

Transaction Type
Signature Request

Sent At
07/19/2022 09:29 EDT

Executed At
07/20/2022 13:23 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
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Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

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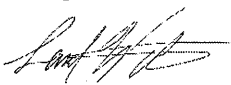
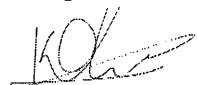
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44 pages

Content Type
application/pdf

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3.51 MB

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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Samuel Waters</p> <p>Email samuelwaters305@gmail.com</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 0f2276b29066dfe97f45de2d659e52433bbadcf1d8c544a03c3b4206f71485a</p> <p>IP Address 172.58.129.201</p> <p>Device Mobile Safari via iOS</p> <p>Drawn Signature </p> <p>Signature Reference ID 172D6148</p> <p>Signature Biometric Count 222</p>	<p>Viewed At 07/20/2022 13:21 EDT</p> <p>Identity Authenticated At 07/20/2022 13:23 EDT</p> <p>Signed At 07/20/2022 13:23 EDT</p>
<p>Name Kait-Lynn Tombling</p> <p>Email kaitlynn.tomb@gmail.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 414e9a5df6e01509f37e2869d7e91a7359bada837a8646b9de29cb2078dda694</p> <p>IP Address 134.174.21.188</p> <p>Device Chrome via Mac</p> <p>Drawn Signature </p> <p>Signature Reference ID 443C880A</p> <p>Signature Biometric Count 112</p>	<p>Viewed At 07/20/2022 12:38 EDT</p> <p>Identity Authenticated At 07/20/2022 12:38 EDT</p> <p>Signed At 07/20/2022 12:38 EDT</p>

Name
Coretta Waters
Email
ctomb@att.net
Signer Sequence
0
Components
21

Status
signed
Multi-factor Digital Fingerprint Checksum
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IP Address
107.115.227.129
Device
Mobile Safari via iOS
Drawn Signature

Viewed At
07/19/2022 12:45 EDT
Identity Authenticated At
07/19/2022 14:28 EDT
Signed At
07/19/2022 14:28 EDT



Signature Reference ID
21E684BB
Signature Biometric Count
200

AUDITS

TIMESTAMP	AUDIT
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SIGNATURE CERTIFICATE



REFERENCE NUMBER
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TRANSACTION DETAILS

Reference Number
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Transaction Type
Signature Request

Sent At
07/20/2022 13:47 EDT

Executed At
07/25/2022 12:03 EDT

Identity Method
email

Distribution Method
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Signed Checksum
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Signer Sequencing
Enabled

Document Passcode
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DOCUMENT DETAILS

Document Name
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Filename
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Pages
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application/pdf

File Size
3.41 MB

Original Checksum

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SIGNERS

SIGNER

Name
Moya Brathwaite

Email
mbrathwaite@careersourcebroward.com

Signer Sequence
2

Components
1

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
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IP Address
67.23.70.69

Device
Chrome via Windows

Typed Signature

Moya Brathwaite

Signature Reference ID
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EVENTS

Viewed At
07/25/2022 12:02 EDT

Identity Authenticated At
07/25/2022 12:03 EDT

Signed At
07/25/2022 12:03 EDT

Name
Amy Winer

Email
awiner@careersourcebroward.com

Signer Sequence
1

Components
1

Status
signed

Multi-factor Digital Fingerprint Checksum
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Device
Chrome via Windows

Typed Signature

Amy Winer

Signature Reference ID
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07/25/2022 11:57 EDT

Signed At
07/25/2022 11:57 EDT

Name
Carol Hylton

Email

Status
signed

Multi-factor Digital Fingerprint Checksum

Viewed At
07/25/2022 11:55 EDT

Identity Authenticated At

chylton@careersourcebroward.com

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Signer Sequence

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IP Address

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Signed At

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Components

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Device

Chrome via Windows

Typed Signature

Carol Hylton

Signature Reference ID

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AUDITS

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07/25/2022 12:03 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

ELIGIBLE TRAINING PROVIDER CONTRACT

CONTRACT NO. 2022-2025-ETP-11010

BETWEEN

CAREERSOURCE BROWARD

AND

**DICK ROBINSON MEDIA CODE SCHOOL DBA
PALM BEACH CODE SCHOOL**

Contractor/Vendor

CONTRACT NO. 2022-2025-ETP-11010

This Contract entered into on this 27th day of August, 2022 by and between **CareerSource Broward**, hereinafter referred to as “CSBD”, having its principal office at 2890 W. Cypress Creek Road, Ft. Lauderdale, FL 33309 and **DICK ROBINSON MEDIA CODE SCHOOL DBA PALM BEACH CODE SCHOOL**, a private for-profit proprietary institution, hereinafter referred to as “Contractor”, having its principal office at 760 U.S. Highway One, North Palm Beach, FL 33408

In consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

ARTICLE I

ORGANIZATIONAL STATUS AND INFORMATION

1.1 Contractor Status

- 1.1.1 Contractor hereby certifies that it is an approved institution licensed by the Florida Department of Education to operate as a degree and/or certificate granting institution in accordance with the requirements set forth by the Florida State Statutes, to provide the course(s) of training described in its application to CSBD.
- 1.1.2 This Contract facilitates the delivery of occupational skills training on an individual basis to students referred by CSBD to Contractor. Contractor warrants that the courses which a participant needs to complete training in the occupational area approved by CSBD are those courses found in the Contractor’s Course Catalog and are in accordance with the State Board of Education or Florida Department of Education guidelines governing curriculum and course availability.
- 1.1.3 Contractor shall identify a Contract Liaison within five (5) days of the execution of this Contract and shall notify CSBD in accordance with the Notice section under this Contract whenever there is a change to that individual.
- 1.1.4 Contractor is entering into this contract with the agreement and understanding that their ability to serve as an “Eligible Training Provider” (ETP) and receive referrals into the programs approved for training by CSBD is subject to the requirements applicable to an ETP under the Workforce Innovation and Opportunity Act of 2014, P.L. 113 – 128 and guidance provided by the State of Florida Department of Economic Opportunity which can be found at:

https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9.

1.2 Change in Status

- 1.2.1 Contractor certifies that its legal name is as it appears in the introductory paragraph of this Contract and that any name change will be reported to CSBD within thirty (30) days of such action. In such cases an Amendment shall be executed by both parties. Should Contractor fail to notify CSBD of a name change, CSBD will immediately suspend referrals until such time as notice is received.
- 1.2.2 Approval of Contractor's program/course of training is granted by location. Contractor may not register or enroll CSBD participants into classes occurring at campuses not contained and approved in the application submitted to CSBD.
- 1.2.3 Contractor shall immediately inform CSBD of changes in location, accreditation status, licensure, certification, and certificate or issuing capacity.
- 1.2.4 Contractor shall immediately inform CSBD of changes to its degree requirements affecting courses of study on the CSBD Individual Training Account (ITA) list.

ARTICLE II

SCOPE OF SERVICES

2.1 TRAINING TO BE PROVIDED

- 2.1.1 Contractor agrees to provide training at its accredited and/or licensed facility, on-line or at an externship or clinical site based upon the approval granted by the CSBD governing boards at the time of submission of its application for the courses of study proposed to be placed on the Eligible Training Providers List, or ITA list as it is commonly known.
- 2.1.2 The programs of study into which CSBD students may be enrolled are limited to programs of study on the list of high demand occupations contained in the State of Florida's Regional Targeted Occupations List (TOL) for Broward County, which school is also on the list of approved schools and programs of study approved by the State of Florida and called the Eligible Training Providers List (ETPL), whose courses are approved by CSBD governing boards.

- 2.1.3 Contractor agrees to provide only the training specified in the Training Voucher presented to the campus Cashier's office for payment by CSBD participants.
- a. Course authorization shall only be transmitted via a CSBD Training Voucher. No oral approval of courses shall be honored for tuition reimbursement requests.
 - b. Should Contractor enroll students into courses not listed on the Training Voucher, the parties agree that CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.
- 2.1.4 Contractor agrees that this Contract does not obligate CSBD to refer students.
- 2.1.5 Contractor may refer prospective applicants to CSBD for program eligibility determination so that they may receive financial assistance for a program of study. Contractor agrees that this Contract does not obligate CSBD to refer students back to Contractor and that CSBD will determine whether the student has the qualifications and desire to attend Contractor's school.
- 2.1.6 Training shall be in the occupational area identified on the Training Voucher with the specified weeks of instruction, and/or hours per course as outlined on the applicable program sheets of the Contractor's current academic year Course Catalogs and approved for the student at the time of their enrollment as described on the CSBD ITA List.
- 2.1.7 Participant Training Vouchers, Referrals and Assessment
- a. An individual training account (ITA) refers to an amount as determined by the CSBD governing boards, which is available to pay for training for an eligible individual registered and enrolled in a CSBD funded program.
 - b. A training voucher indicates the amount of ITA funds allocated to an individual participant for the courses and time frames described on the voucher.
 - c. Neither Contractor nor enrolled eligible individuals have any property rights which attach to individual training accounts and may not access more than the amount necessary to pay for their tuition for the approved course into which they are enrolled or the limit set on the amount of the ITA by the CSBD governing board, whichever amount is lower.

- d. The parties agree that the CSBD Training vouchers are not transferable and have no intrinsic value.
 - e. To assure that CSBD participants are capable of attainment of the skills to be learned through Contractor's course of training, Contractor shall provide CSBD with the grade level at which textbooks for the individual courses of study are normed at the time of submission of their application for each individual course of study requested to be added to the ITA List.
 - f. Regardless of CSBD's participant/applicant scores on Contractor's entrance exams CSBD reserves to itself the right to assess participant/applicants as required by the state using nationally recognized assessment instruments such as the TABE test to determine whether the participant/applicant has the literacy and numeracy skills to be successful.
 - g. Participant/applicant TABE assessment scores which indicates that a prospective student/applicant is not on grade level with respect to the text book grade level provided to CSBD for the course to which the participant has applied, will result in the participant being counseled and denied approval for the individual training account needed for the student/applicant to attend the course of study at Contractor's school.
- 2.1.8 The approval of Training Vouchers for new students for a program of study is subject to performance by Contractor. Following CSBD governing boards' approval to add a program of study to the ITA list, Contractor shall be limited to ten (10) CSBD student/participants for each program of study from the date that the contract is signed, until such time as the seventy percent (70%) training-related placement rate can be documented through the State of Florida's management information system and/or Florida Education and Training Placement Information Program (FETPIP), as applicable, and as described in Article 6.1.1 below.
- 2.1.9 From time to time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from the CSBD Special Projects Program Manager. If a transfer is authorized by Contractor prior to receiving written approval from CSBD, CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.
- 2.1.10 Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old, as they will be considered expired and CSBD shall not be obligated to reimburse for those Training Vouchers.

2.2 Pell Grants And Other Financial Aid

- 2.2.1 Contractor agrees that its Financial Aid Office will assist CSBD participants in determining eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance and other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
- 2.2.2 CSBD shall obtain a signed release from each participant to whom a voucher is issued. The release shall be on a form supplied by Contractor or approved by Contractor and shall be drafted in accordance with FERPA requirements. CSBD or the student shall submit the releases to Contractor. Contractor agrees to provide CSBD with the amount of a participant's PELL grant award, or a copy of the participant's Student Aid Report or other document evidencing that the student has been awarded or denied a PELL grant or other financial aid and the manner in which the PELL grant or other financial aid will be disbursed, within thirty (30) days of receipt by the Contractor of notification of the award. This can be transmitted by FAX, email, or through some other system agreed to by CSBD and Contractor.
- 2.2.3 CSBD will issue an initial Training Voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to CSBD by Contractor.
- 2.2.4 Contractor agrees that they will not collect tuition more than one time for each individual CSBD participant referred. Contractor may not seek or apply Workforce Innovation and Opportunity Act (WIOA) or Welfare Transition Program (WTP) funds and/or any other grant received by CSBD used to pay for participant training/tuition to the total tuition costs for the same participant. Contractor may not combine PELL and WIOA or PELL and WTP funds if the combination of the payments will be in excess of the total tuition listed in the publicly advertised catalogue. Contractor agrees to accept the WIOA and/or WTP payment made by the CSBD as full payment for the tuition and shall not withhold any PELL or other grants in aid or scholarships or in any way hold the participant responsible for any unpaid tuition regardless of whether participant completes training or not except where the CSBD payment and the PELL, other grants in aid, or scholarships are less than the Contractor's tuition, in which case Contractor may also retain the PELL and other financial aid payments. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of WIOA/WTP funds.

- 2.2.5 Contractor agrees to immediately inform CSBD if its student federal loan default rate falls below the threshold which governs Contractor's PELL eligibility.
- 2.2.6 Contractor agrees to inform CSBD if the Contractor is placed on any Federal Title IV sanctions related to default rates.
- 2.2.7 Contractor will not defer or delay payments of PELL or other financial assistance to students.

ARTICLE III

COMPENSATION

3.1.1. Tuition, Fees, and Training Vouchers

- 3.1.1 Contractor shall be responsible for the day-to-day administration, coordination, and operation of its program including fiscal and administrative record keeping and documentation.
- 3.1.2 Contractor certifies that the tuition charged for CSBD participants is not more than that charged to the general public.
- 3.1.3 In addition to limiting tuition to the cost of the publically advertised price reimbursement of tuition shall be limited to the Training Voucher amount issued to the student.
- 3.1.4 Payments to Contractor shall be subject to the terms and conditions of this Contract.
- 3.1.5 The CSBD Training Voucher may cover enrollment, tuition, book and lab fees, registration and such other fees, as applicable, minus any scholarships or other financial aid per student, pursuant to the Training Voucher, which cannot exceed the amount of the Individual Training Account cap approved by the CSBD governing boards, regardless of whether this amount covers the total cost of participant's tuition, registration, testing, books, and lab fees. The amount of the individual training account cap is subject to change regardless of any formal notice to Contractor, as changes in the cap are determined by the CSBD governing boards at a public meeting.
- 3.1.6 CSBD shall not be obligated to pay in excess of the Individual Training Account amount approved for a participant.
- 3.1.7 Policies regarding payment for books, tools, related expenses, and lab fees shall be subject to the CSBD policies regarding their inclusion or non-

inclusion in the individual training account limitation and costs determined allowable for reimbursement per participant.

- 3.1.8 Contractor is responsible for verifying costs to be included in the Individual Training Account cap to be paid by CSBD for each individual enrolled prior to or simultaneous with a participant's enrollment. In the event the tuition and related expenses are less than the Individual Training Account cap set by the CSBD governing boards, CSBD shall only be obligated to pay the actual cost of the tuition and approved related expenses.
- 3.1.9 Contractor agrees to accept the CSBD Training Voucher to provide payment coverage and allow students to register and enroll a participant in lieu of cash or a check prior to the start of classes. Each Training Voucher will list the course selections and other items allowable for that participant. Contractor shall submit invoices to CSBD for each Training Voucher submitted and accepted by Contractor.
- 3.1.10 Entry into this Contract for purposes of payment is based on Contractor's annual advertised tuition or price as advertised to the general public. Reimbursement for CSBD participants' tuition may not exceed the advertised total tuition costs or price as contained in the catalogue published for the general public. Contractor may not charge CSBD for tuition and related fees in excess of those advertised to the general public, nor may contractor change the content or required books, supplies and lab fees for CSBD students in excess of what is advertised and charged to the general public.
- 3.1.11 Contractor prices may change from the time of their application and approval for inclusion on the ITA List. Contractor agrees to maintain the price proposed at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. Contractor may submit adjustments to their price schedule in May of each year to be effective July 1 through June 30 of the following program year. In no case does CSBD agree to pay in excess of the cap set for Individual Training Accounts/Vouchers by the CSBD governing boards. The CSBD Program Year begins on July 1 and ends on June 30 each year.
- 3.1.12 For private not-for-profit or private for-profit institutions, CSBD shall pay tuition on a monthly basis by dividing the amount of the tuition and other costs up to the Individual Training Account awarded the participant in accordance with the cap set by the CSBD governing boards into monthly installment payments. CSBD shall not be responsible for reimbursement of tuition for any month in which participant(s) is not in attendance for a minimum of ten (10) class days a month.

3.1.2. Withdrawal and Drop Fees

3.2.1 Contractor agrees that the payment of tuition and fees by CSBD for participants who withdraw or drop courses shall be governed as follows:

- a. For withdrawals within the first ten (10) class days of the month, CSBD shall not be responsible for the monthly tuition installment payment for that month or for any subsequent month for any unpaid portion of the tuition for which CSBD would otherwise be responsible as applicable to the individual who has dropped out or withdrawn.
- b. For withdrawals after the first ten (10) class days of the month, CSBD shall be responsible for the monthly payment through that month only; after which, CSBD shall not be responsible for any unpaid portion of the tuition applicable to the individual who has dropped out or withdrawn.
- c. Contractor agrees that participants referred by CSBD who subsequently withdraw, shall not be personally responsible for any unpaid tuition or fees.
- d. Contractor shall return all refunds or credits to CSBD within forty-five (45) business days of receipt or credit respectively, with sufficient information to identify the cause of that refund or credit.

3.1.3. Invoices

3.3.1 Contractor agrees to provide CSBD with student attendance data with each invoice submitted for payment.

3.3.2 Contractor shall date stamp Training Vouchers when they are received. In order to receive payment, Contractor shall submit an invoice to CSBD within forty five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty five (45) days of receipt of the Training Voucher shall be voided and CSBD will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for CSBD to reimburse for the Training Voucher.

3.3.3 In general, CSBD shall not be obligated beyond the maximum Individual Training Account/voucher cap set by the CSBD governing boards. Further, CSBD shall only be obligated for payments through withdrawal or completion of participant(s) whichever amount is less.

3.3.4 Tuition and fees billed to CSBD must be calculated minus any scholarships or other financial aid available and awarded to the participant.

3.3.5 Invoice Errors

Contractor shall be trained by CSBD regarding the correct way to submit invoices for the reimbursement of tuition. Submission of multiple invoices containing errors shall be reported to the CSBD governing boards and shall be considered a performance failure. Following the training, Contractor will receive a written warning from CSBD if Contractor submits invoices:

- a. Containing mathematical errors, or
- b. Which seek reimbursement for items not covered by the budget, or
- c. Which are late, or
- d. Which do not have the appropriate supporting documentation.

3.3.7 Upon final payment to Contractor of amounts due at the end of each program year under this Contract, less any credits, refunds, or rebates due to CSBD, Contractor hereby releases and discharges CSBD from any financial claims arising from this Contract for that program year. To be entitled to payment, invoices must be received from Contractor within forty five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited and CSBD will not honor any requests submitted after the aforesaid time period.

3.4 Reimbursement of Tuition for Youth

3.4.1 Contractor agrees that with respect to any youth referred by CSBD between the ages of 18 and 24 (who have not yet reached their 24th birthday), Contractor will accept the PELL and the CSBD ITA in full payment of their tuition. Any balance of tuition owed will be granted to the youth as a scholarship. CSBD may approve a youth between the ages of 16-18 on a case by case basis with state approval.

3.5 Payment Withholds

3.5.1 To the extent considered necessary by CSBD any sums due Contractor under this Agreement may be retained by CSBD until all of CSBD's claims for credits, overpayments, erroneous payments, payments not due Contractor for reasons of nonattendance or any other reason, pursuant to this Agreement have been resolved. Any amount withheld shall not be subject to interest payments on the part of CSBD.

ARTICLE IV

CONTRACT DOCUMENTS

4.1 Incorporation of Documents by Reference

- 4.1.1. This Contract incorporates by reference the following documents as if fully set forth herein:
- a. The Contractor Catalog which is on file with Contractor and a copy of which has been provided to CSBD.
 - b. Contractor's completed general application to CSBD and each course/program application to be included as an eligible training provider on the CSBD list which is on file with CSBD.
 - c. Exhibit B, Safeguarding the Confidentiality of Student Records and Information.
 - d. The Training Voucher(s). Added as participants are referred. Sample included as Exhibit C.
 - e. Exhibit D, Individual Non-Disclosure and Confidentiality Certification Form
 - f. Certification regarding Debarment and Suspension.
 - g. Drug Free Workplace Form.
 - h. Lobbying Certification.
 - i. Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)
 - j. Byrd Anti-Lobbying Certification
 - k. Certification Regarding Environmental Tobacco Smoke
 - l. Assurances and Certifications.
 - m. A copy of the licenses/approvals from Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the CSBD governing boards has designated as necessary to meet licensing and accreditation criteria, thereby making Contractor eligible to be on the ETP List which when forwarded by Contractor are on file with CSBD.

- n. Accreditation Information, Institutional and/or Programmatic provided by Contractor and on file with CSBD.
- 4.2.1. The documents referenced above shall be referred to collectively as the “Contract Documents.” Exhibits denoted as on file are not attached to this Contract but are available upon request. Where there is a conflict between them, the documents shall control in this order:
- a. The Contract Provisions.
 - b. The Training Voucher.
 - c. The Contractor Catalog submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.

ARTICLE V

TERMINATION, SUSPENSION AND FAILURE TO PERFORM

5.1 Termination

- 5.1.1 Either party may terminate this Contract upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Contract or such shorter period as may be mutually agreed to by CSBD and Contractor. Contractor will be entitled to receive payments for tuition in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. CSBD shall not be liable for any expenses incurred by the Contractor after the effective date of termination of the Contract or any Amendment hereto.
- 5.1.2 Any termination or suspension notice shall be by written notice from CSBD to Contractor or from the Contractor to CSBD in accordance with the Notice section under this Contract. In the event of a termination, which is not for cause, Contractor shall be entitled to payment for approved incurred costs through the date of termination in accordance with the payment provisions under this Contract and only to the extent that funds are made available to CSBD to make such payments.
- 5.1.3 The Parties hereby agree and understand that all tuition payments are contingent upon the availability of federal funds and the continued authorization for program activities under the Workforce Innovation and Opportunity Act, the Welfare Transition Program, or any grant received by CSBD which is used to pay for participant training/tuition as applicable.

CSBD may immediately terminate this Contract or provide notice regarding the lack of funds to continue payment of tuition for individual students if for any reason either the US DOL or the State of Florida fails to provide funds for the grant through which this Contract is funded.

5.1.4 CSBD may terminate this Contract at any time that the CSBD authorized representative determines that:

- a. Contractor has failed to provide the program of study or any of the services Contractor has contracted to provide under this Contract or in its Catalog, or
- b. Contractor has failed to comply with Workforce Innovation and Opportunity Act or Welfare Transition Program requirements affecting PELL or other grants in aid or the training to be provided, or
- c. Contractor's school is not located at the address authorized by the Florida Department of Education, or
- d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education, or
- e. Contractor is charging CSBD participant/students a tuition and applicable fees different from that offered to the general public for the course of study publically advertised or for the same course of study, or
- f. Contractor's status as an ETP has been suspended by the Florida Department of Economic Opportunity because Contractor has:
 - i. Reported inaccurate performance or demographic information to the state, or
 - ii. Substantially violated the requirements for ETP under WIOA, or the policy issued by CareerSource Florida attached to this Contract as Exhibit A, incorporated herein as if fully set forth in its entirety, or
 - iii. Engaged in fraud, criminal acts, incapacity, unfitness, neglect, incompetence, and irresponsibility, an offer of unlawful remuneration to attract participants, misfeasance, malfeasance, nonfeasance or lack of performance.
 - iv. Suspension under these circumstances will be for a period of two (2) years, at which time the provider may reapply for initial eligibility.
- g. Contractor has failed to take corrective action:

- i. Regarding a student Complaint. In the event of a student/participant complaint if it relates to Contractor, Contractor shall address the complaint in accordance with its internal processes. If the complaint is brought to CSBD, CSBD shall refer the student to Contractor.
- ii. In the event that a monitoring or audit finding related to fiscal issues arises and after notification contractor has not complied with CSBD requested corrective action.
- h. Accreditation of Contractor's school and/or course of study has been suspended or lost, or
 - i. If evidence of insurance is not provided.
 - j. If it is found that the training is not in accordance with that which was approved by the CSBD governing boards, or
 - k. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ITA List, or
 - l. If the school or a program of study which was eligible for Title IV federal assistance through PELL grants loses its eligibility to receive PELL grants for its students or for a program of study, or
- m. Contractor's eligibility as an ETP has been revoked or suspended by the State of Florida or by CSBD.
- n. Contractor has not met the required performance as described below in Article 5.3, or
- o. If there have been no enrollments into Contractor's courses of study within any twelve (12) month period during the term of this Contract, or
- p. If Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.

5.2 SUSPENSION

5.2.1 CSBD may suspend Contractor's Contract or referrals into a program:

- a. For any of the reasons listed in Article 5, section 5.1.4.
- b. CSBD may suspend referrals to a course of study in the event that the Contractor delays the start date of training by more than five (5) business days.

- c. CSBD may suspend referrals to a course of study in the event that the occupational training does not result in an average minimum entry wage required for Broward County pursuant to CSBD governing boards' policy.
- d. CSBD may suspend referrals to a program on the ITA list if more than fifty percent (50%) of the course's total enrollment is comprised of CSBD or other WIOA supported participants.
- e. CSBD may suspend referrals to a program on the ITA list if the training program is for a job or occupation no longer considered to be in demand because it ceases to be on the State of Florida Regional Targeted Occupations List (TOL) for Broward County, or pursuant to CSBD governing boards' policy the occupation is deemed to be saturated because there are more applicants than there are jobs, or
- f. CSBD may suspend referrals to a program on the ITA list if the program of study is materially changed in terms of additional hours to complete the course and/or there is an increase in tuition.
- g. CSBD may suspend Contractor's Contract if the documents necessary to complete the Contract file are not provided, including but not limited to appropriate resolutions identifying the signor, or incomplete Execution pages due to an unauthorized signor, or the name provided is not the correct legal name of the entity.
- h. If following a visit or receipt of information regarding contractor CSBD deems the course of study or school to be detrimental to CSBD participants.
- i. Contractor has not met the required performance as described below in Section 5.3.

5.3 FAILURE TO PERFORM

- 5.3.1. CSBD may terminate this Contract or suspend referrals to an approved program of study on the CSBD ITA list of approved courses if a minimum of seventy percent (70%) of the students enrolled by CSBD and who complete their training are not placed in training related jobs pursuant to CSBD policy within ninety (90) days following the completion of training or within a period approved by the CSBD governing boards from the date of completion of training. This determination will be based upon:
 - a. A denominator consisting of the number of CSBD participants enrolled in the course that successfully completes the training and a numerator

consisting of those individuals who successfully complete training and are placed into a training related job within the time period approved by the CSBD governing boards from the date of completion of training.

- b. Training related placement performance will be reviewed by CSBD on a bi-annual basis
- 5.3.2. CSBD shall provide Contractor with information from time to time regarding the training-related placement performance of students as it appears in the State of Florida Management Information System used to evaluate CSBD Performance.
- 5.3.3. CSBD staff will communicate in writing with Contractor to discuss any need for corrective action.
- 5.3.4. If performance is not met, the course of training will be removed from the ITA List. Referrals will continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time Contractor may reapply to be included on the CSBD Eligible Training Provider List.
- 5.3.5. If Contractor's eligibility to serve as an ETP is terminated or suspended, they shall be liable for the repayment of funds received under this contract during the time period any of the violations described in paragraph 5.1.4 e occurred.

ARTICLE VI

GENERAL REQUIREMENTS

6.1 REPORTS AND INFORMATION

6.1.1 Submission of Reports and Required Documents

- a. Contractor agrees to file course completion and placement information for CSBD students with the Florida Education and Training Placement Information Program (FETPIP) Office of the State of Florida and to provide CSBD with copies of the FETPIP report annually or upon CSBD's request.
- b. Contractor agrees to assist CSBD participants in obtaining instructor signatures on attendance sheets.

- c. Contractor agrees to provide CSBD with a copy of its insurance certificate which cites CSBD as the named insured on an annual basis for the duration of the contract.
- d. Contractor shall provide a copy or evidence of a license, certificate, or degree, if any obtained by CSBD participants, as well as any academic or equivalent degree, or such other skill certificate as may be awarded to graduates of Contractor's program even if the participant has an outstanding balance with the school.
- e. Contractor agrees to provide CSBD with the educational and financial records of CSBD participants enrolled in Contractor's college, university, or institution in accordance with the FERPA release signed by the participant/student, should the release be required.
- f. Contractor agrees to provide CSBD with tuition information provided to the general public.
- g. Contractor agrees to provide CSBD with such additional information as may be required by the State of Florida including but not limited to:
 - i. The percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program.
 - ii. The percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program;
 - iii. The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program
 - iv. The percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent during participation in or within 1 year after exit from the program. (For the purposes of this clause, program participants who obtain a secondary diploma or its recognized equivalent shall be included in the percentage counted only if such participants, in addition to obtaining such diploma or its recognized equivalent, have obtained or retained employment or are in an education or training program leading to a recognized postsecondary credential within one (1) year after exit from the program.
- h. Contractor agrees to notify CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.

6.1.2 Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training

- a. Contractor agrees to notify CSBD within five (5) business days of a participant's formal withdrawal, absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
- b. Contractor agrees to notify CSBD when a participant successfully completes the training program and will provide CSBD with a copy of the certificate of completion or the degree.

6.2 Maintenance and Disclosure of Records, Monitoring, and Confidentiality

6.2.1 Contractor shall keep copies of all records, accounts, and documents pertaining to the operation of this Contract or any Amendment hereto for five (5) years following the expiration of this Contract.

6.2.2 In the event of an audit or monitoring finding, claim, litigation, negotiation or other action involving this Contract or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

6.2.3 Contractor agrees to allow authorized representatives of CSBD, the Florida Department of Economic Opportunity (DEO), the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor (US DOL), or Health and Human Services (HHS) to monitor classes in which participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and payments covered under this Contract. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws"). Contractor shall only disclose personally identifiable student information to CSBD pursuant to a FERPA Authorization Form, specifying the student information to be released, the purpose of the release, and the recipient, CSBD, signed by students whose tuition is in whole or in part paid for by CSBD. Further Contractor shall provide a FERPA release to CSBD for each student in the CSBD program with respect to whom information is requested from CSBD,

6.2.4 In addition to the requirements under Article 6, section 6.2.3, Contractor and CSBD will comply with the requirements of **Exhibit B**, Safeguarding the Confidentiality of Student Records and Information.

6.3 Notice

6.3.1 All notices required to be given to CSBD under this Contract shall be sufficient when faxed, hand delivered or mailed to the CSBD President/CEO c/o CSBD at its office located at: 2890 W. Cypress Creek Rd., Fort Lauderdale, FL 33309.

6.3.2 All notices required to be given to the Contractor under this Contract shall be sufficient when faxed, hand delivered, or mailed to Contractor's President or his/her designee, at their office located at the address entered in the first paragraph of this Contract.

6.4 Force Majeure

6.4.1 "Force Majeure" shall mean an event beyond the control of Contractor or CSBD which prevents a Party from complying with any of its obligations under this Contract, including, but not limited to:

- a. An act of God, such as, but not limited to, hurricanes, earthquakes, drought, tidal waves and floods.
- b. Explosions and fire.
- c. War, hostilities, whether war be declared or not, invasion, act of foreign enemies, mobilization, requisition, or embargo.
- d. Strike, go slows, lock outs or disorder.
- e. Acts or threats of terrorism.

6.4.2 In the event of a Force Majeure

- a. Neither the Contractor nor CSBD shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the Effective Date.
- b. The "Affected Party" prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
- c. If Contractor is unable to hold classes or to register and enroll students, CSBD may direct students to other schools or may advise them to wait until Contractor is operational depending upon what will best suit the student/participant.

- d. If participants have already submitted their vouchers but have not yet attended class or are within the drop/add period Contractor shall return the fees and tuition paid if requested by CSBD.
- e. If participants have attended class and are beyond the drop/add period, Contractor and CSBD shall meet to determine the best course of action for the students. This may include a pro rata partial refund of the tuition paid.

6.5 Compliance with Applicable Laws and Regulations

- 6.5.1 Contractor agrees to adhere to Workforce Innovation and Opportunity Act of 2014, P. L. 113 - 128 as it may be amended and the rules promulgated thereunder, and the Florida Welfare Transition Program, FS 445 as amended as they may apply to the terms and conditions of this Contract.
- 6.5.2 Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-contracts.
- 6.5.3 Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD.
- 6.5.4 When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as referenced in Article 4, section 4.1.1 (f). If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required, it may be obtained from CSBD. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the CSBD Legal Department.
- 6.5.5 When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, the Contractor is not presently nor previously within a three (3) year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor will provide assurances of compliance as referenced in Article 4, section 4.1.1 (d) entitled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.
- 6.5.6 When applicable, the Contractor shall disclose all related party transactions.

6.5.7 E-Verify: Contractor agrees to comply with Florida Statutes 448.098 and shall:

- a. Use the E-Verify system to verify the work authorization status of all new hires, contractors and subcontractors,
- b. Not employ, contract with, or subcontract with an unauthorized alien,
- c. Obtain affidavits from its applicable contractors swearing and affirming that such subcontractors do not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.

6.5.8 Prohibition on certain telecommuting and video surveillance services or equipment-2 CFR 200.216

a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is

reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

6.5.9 Statutory and national policy requirements-2 CFR 200.300

a. The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

b. The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310

6.6 No Waiver of Sovereign Immunity

6.6.1 If Contractor is a state agency as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

6.7 Governing Law And Venue

6.7.1 This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida the venue situs.

6.7.2 To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.

6.8 Contractor Obligations To Adhere To Public Entity Crimes Policy

6.8.1 Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a Contractor, Consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a Contractor, Supplier, Subcontractor, or Consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD competitive procurement activities.

6.8.2 In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity crime) and that it has not been formally charged with committing an act defined as a (public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.9 Equal Employment And Compliance With Discrimination Laws

6.9.1 In the discharge of Contractor's duties, Contractor agrees to adhere to the following equal employment laws as applicable to Contractor:

- a. Compliance with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
- b. Compliance with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
- c. Compliance with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.

- d. Compliance with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended.
 - e. Compliance with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)
 - f. Compliance with WIOA Non-Discrimination Requirements at section 188 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.
- 6.9.2 With respect to a determination of undue hardship as it applies to the provision of an accommodation for an individual with a disability Contractor must adhere to 29 CFR Part 37.
- 6.9.3 Contractor assures that its facilities are accessible to the disabled. Should it be determined that Contractor does not meet the minimum requirements as established by US Department of Labor Civil Rights Center Disability Checklist they will be removed from the CSBD ITA list.

6.10 Insurance

- 6.10.1 This is a Vendor Contract. Contractor shall maintain such third party liability and other insurance as is usual and customary for like schools and institutions providing instruction in courses similar to those provided by Contractor. Schools shall at a minimum maintain:
- d. General Liability Insurance on a negligence basis, including injuries and accidental death to any person in an amount not less than one million dollars (\$1,000,000) and subject to the same limit for more than one person in an amount not less than one million dollars (\$1,000,000) on account of one (1) accident.
 - e. The Contractor shall make available to CSBD Certificates of Insurance prior to commencing any operations under this Contract, with such certificates clearly indicating that the Contractor has obtained insurance in the amounts, type and classifications specified in this section.
 - f. All insurance coverage required by CSBD under this Contract shall cite CSBD as an additional insured under the policy. In the event the policy is cancelled, CSBD shall have the right to cancel this Contract.

6.11 Amendments

- 6.11.1 This constitutes the entire Contract between the parties. Any modification or addition hereto shall not become binding on either party until accepted

by both parties, reduced to writing and attached hereto as an Amendment to this Contract.

6.11.2 The parties further agree that this Contract may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.

6.12 Assignment

Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Contract without prior written approval of CSBD.

6.13 Prior Contracts

This document incorporates and includes, all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, Contracts, understandings concerning the subject matter of this Contract, that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and CSBD. In the event that any of the terms and conditions set forth in this Contract is in conflict with Contractor's official proposal, the conflict shall be resolved in favor of this Contract.

6.14 Independent Contractors

The parties understand and agree that they are independent contractors and no provisions of this Contract shall be construed as creating an agency or employment relationship between the parties and their employees, agents, subcontractors or assigns.

6.15 Headings

The headings of the sections of this Contract are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

6.16 Term

6.16.1 This Contract shall begin on the date it is executed by all the parties and shall terminate on June 30, 2025 unless:

- a. Contractor's status as an eligible training provider on the State of Florida's Eligible Training Provider List is terminated and course approval by the CSBD governing boards. is terminated; or
- b. This contract is terminated or suspended in accordance with Article V, or
- c. Contractor fails to reapply for ETP status three (3) months prior to June 30, each year in which approval is required to continue on the Eligible Training Provider List in which case there will be no referrals to Contractor until their "continued eligibility" as an ETP has been approved by the Florida Department of Economic Opportunity.

6.16.2 CSBD reserves the right to continue participants referred by CSBD to Contractor until their training is complete or to transfer the participants and be relieved of its obligation to Contractor for payments beyond the termination date if this Contract is terminated because:

- a. Contractor has lost their eligibility status as an ETP for any reason.
- b. The contract is terminated in accordance with Article V.

6.17 Execution

This document shall be executed in two (2) counterparts, each of which shall be deemed as original, or may be executed in digital format which shall be deemed as original.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: DICK ROBINSON MEDIA CODE SCHOOL DBA PALM BEACH CODE SCHOOL, signing by and through its PRESIDENT following EXECUTIVE (Board, Executive, Commission) action on the 19 day of August, 2022 and CareerSource Broward signing by and through its President/CEO.

AS TO DICK ROBINSON MEDIA CODE SCHOOL DBA PALM BEACH CODE SCHOOL:

ATTEST:

Jim York
Kayla Salmon Bell

By: James Robinson
(Signature)

Printed Name: James Robinson

Title: President

Date: 08/19/2022

AS TO CAREERSOURCE BROWARD:

ATTEST:

Amy Winer
Moya Brathwaite

By: Carol Hylton
(Signature)

Printed Name: CAROL HYLTON

Title: PRESIDENT/CEO

Date: 08/27/2022

Approved as to form by the CareerSource Broward
General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: Rochelle J. Daniels
General Counsel

Exhibit B

Safeguarding the Confidentiality of Student Records and Information

The parties acknowledge that Sections 1002.022, 1002.221 and 1002.222, Fla. Stat. and the Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. § 1232g) and its implementing regulations (34 C.F.R. Part 99), protect the privacy rights of students and their parents with respect to information and records created and/or maintained by public schools. The student personally identifiable information (PII) may be disclosed only in compliance with FERPA.

Each party participating in this Agreement agrees to:

(1) Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or as required or permitted by law unless the parent of a student provides prior written consent for their release. All shared student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement. Absent consent from the parent or eligible student, student records and information will not be disclosed except as allowed by the aforementioned laws.

(2) Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student information in accordance with FERPA's privacy requirements.

(3) Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the terms of this Agreement, and

(4) Each party to this Agreement agrees to notify the other party immediately upon discovery of a breach of confidentiality of student information and to take all necessary notification steps as may be required by federal and Florida law.

This section shall survive the termination of all performance or obligations under this Agreement.

EXHIBIT C-SAMPLE TRAINING VOUCHER



2890 W Cypress Creek Road
 Fort Lauderdale, FL 33309
 csbd@careersourcebroward.com
 www.careersourcebroward.com
 (954) 202-3830
 FAX: (954) 202-3620

 Issue Date: _____
 Expiration Date: _____

THIS VOUCHER IS VALID
 48HRS AFTER ISSUEDATE

Participant

ID:
 123 Main Street
 Davie, FL 33324
 (954) xxx-xxxx
 Account #:

Success Coach

Jane Doe
 (000)000-0000
 Location: South One-Stop

Funding Source
 WTP

Training Provider
 BROWARD COLLEGE (XXXXX)
 ATTN:
 6400 NW 6 WAY
 FORT LAUDERDALE, FL 33309
 954-XXX-XXXX

Training Program
 Business Administration AS (Central) BC Code 1111/1111B
 Begin Date:
 End Date:
 Total Program Cost: \$xxxx.00

Onet Title: Administrative Services Managers

Description of Costs

<u>Item Description</u>	<u>Category</u>	<u>Unit Price/Fee</u>	<u>Quantity</u>	<u>Total</u>
Summer 2020 Tuition	Tuition/ITA	1111.00	1	\$1111.00
Grand Total:				\$1,111.00

Note To Training Provider

This Individual Training Account (ITA) Voucher will only cover the tuition for the specific Participant and Training Program/Coursed listed above. By accepting this voucher, you understand that any tuition and/or training costs incurred by the Participant for a training program/course, other than the program/course listed above, will not be reimbursed or be an obligation of CareerSource Broward (CSBD). The Pell Grant must be used first for payment of tuition prior to billing CSBD, where applicable, as per the *Workforce Innovation And Opportunity Act of 2014*. **Please return this form with your invoice to the address listed above,**
ATTN: Finance Department

Note To Participant

By signing below, you agree to the following: a) to give permission for the above named Training Provider to release my ITA-related Training performance, academic, financial aid, and/or behavioral information to CSBD; b) to provide the original ITA Voucher to the above Training Provider to complete the enrollment/registration process; and c) that it is my responsibility to pay for any training-related costs Above my approved ITA amount and/or that are not required for the above named Training Program.

Payment & Invoicing

Upon acceptance of this voucher, the Training Provider agrees to comply with CSBD policies, invoicing procedures and reporting requirements. An ITA Voucher is for the training program and/or training-related items listed above only. No handwritten changes will be accepted for payment. Direct all tuition/item discrepancies to the CSBD Success Coach listed above. Voucher is valid before the start date, after the end date and upon depletion of the Participants approved ITA dollar amount listed. ***Direct all invoicing questions to the CSBD Finance Department, using the contact information at the tip of the page.

Participant Signature _____ Date _____
 Success Coach _____ Date _____
 Supervisor Signature _____ Date _____

EXHIBIT D

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information (PII) of individuals who receive public assistance, employment and unemployment insurance records maintained by the Florida Department of Economic Opportunity, made available to my employer, for the limited purpose of performing its official public duties pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include the name (or other PII), social security numbers, wage, unemployment and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my public duties associated with the program requirements set forth under contract or agreement, I understand that I may be granted access to confidential data managed and controlled by entities that are not party to this agreement. Prior to receiving access to such systems, I acknowledge and agree to abide by the following standards:

- 1) I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
- 2) I will use access to the systems only for purposes authorized by law to secure information to conduct official program business consistent with my official public duties.
- 3) I will not disclose my user identification, password, or other information needed to access the systems to any party nor shall I give any other individual access to information secured.
- 4) If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access the Workforce Systems or other systems to which I have been granted access, I will immediately notify the Regional Workforce Board Security Officer.
- 5) I will store any disclosed confidential information in a place physically secure from access by unauthorized persons.
- 6) I will store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
- 7) I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
- 8) I will not share with anyone any other information regarding access to the Systems unless I am specifically authorized by the Agency.
- 9) I will not access or request access to any social security numbers, personal information, wage,

employer, unemployment or employment data unless such access is necessary for the performance of my official duties.

- 10) I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
- 11) I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served in such a way to prevent the information from being reconstructed, copied, or used by any means.
- 12) I certify or affirm I have received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations or have received written standards and instructions in the handling of confidential data from my employer or the Agency. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
- 13) I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: _____ **Date:** _____
Print Employee Name: _____
Organization Name: _____
Organization Address: _____
Job Title: _____
Work Phone Number: _____ **Ext:** _____
Work E-Mail: _____

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature

08/19/2022

Date

James Robinson President

Print Name and Title of Authorized Representative

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.

Dick Robinson Media Code School dba Palm Beach Code School
2022-2025 Eligible Training Provider Agreement

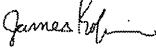
3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

	08/19/2022
_____ Signature	_____ Date
James Robinson	
_____ Print Name	

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**


The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- (2) 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 the 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 agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) 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 agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

Dick Robinson Media Code School dba Palm Beach Code School	ETP
Grantee/Contractor/Organization	Program/Title
James Robinson 	08/19/2022
Name of Certifying Official Print Name and Sign	Date

***Note:** In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). *Lobbying Certification (29 CFR Part 93)*

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource Broward and Contractor.

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of the Department for Economic Opportunity (hereinafter, DEO) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Investment Act (WIA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Contractor, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Contractor is aware that there is a DEO Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.

C. Contractor, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Contractor must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Contractor's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Agreement to CareerSource Broward.

D. Contractor shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Contractor will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Contractor will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form",

Dick Robinson Media Code School dba Palm Beach Code School
2022-2025 Eligible Training Provider Agreement

which is attached as Exhibit D. These forms shall be submitted to CareerSource Broward. Contractor shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer in need of system access so that CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

F. Contractor agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Contractor, subcontractors and their employees may obtain access to information that is otherwise confidential; however, that access does not alter the confidential nature of the information. It is incumbent upon Contractor, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the DEO Intranet.

V. Indemnity:

Contractor is an independent contractor and shall carry out, exercise and execute its duties under this Agreement as an independent contractor. In discharging said duties and responsibilities, Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. Contractor agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

This Agreement may be terminated upon failure of either party to abide by the terms of the Agreement or for the convenience of the parties, within thirty (30) days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of Agreement:

This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Contractor

Name of Contractor:

Dick Robinson Media School dba Palm Beach Code School

Name of President or Chief Officer: James Robinson

(Signature) 

(Title) President or Chief Officer

(Date) 08/19/2022

ACCEPTED BY CareerSource Broward:

Name of President/CEO: CAROL HYLTON

(Signature) 

(Title) President/CEO

(Date) 08/27/2022

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants. and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name. if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for

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Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify

the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier
Sub awards

1. Type of Federal Action

2. Status of Federal Action:

3. Report Type: Contract Grant Cooperative Agreement Loan
Loan Guarantee Loan Insurance Bid/Offer/Application Initial Award
Post award

Initial Filing Material Change: Year _____ Qtr. _____ Date of last report

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹
1. Type of Federal Action: _____
2. Status of Federal Action: _____
3. Report Type: _____

a. contract

b. grant

c. cooperative agreement

d. loan

e. loan guarantee

f. loan insurance

a. bid/offer/application

b. initial award

c. post-award

a. initial filing

b. material change

For Material Change Only

year _____ quarter _____

date of last report _____

4. Name and Address of Reporting Entity: _____ Prime _____ 5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier _____ if known: Address of Prime:

Congressional District, if known:

Congressional District, if known:

6. Federal Department/ Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable:

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8. Federal Action Number, if known:	9. Award Amount, if known:
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10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	b. Individuals Performing Services (including address if different from No. 10a.) (Last name, first name, MI) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)
11. Amount of Payment (check all that apply): _____ actual _____ planned _____ _____	13. Types of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other, specify: _____
12. Form of Payment (check all that apply): a. cash b. In-kind, specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11. (Attach Continuation Sheet(s) SF-LLL-A, if necessary)
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15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.²

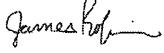
² Approved by OMB 0348-0046 Authorized for Local Reproduction Standard Form LLL-A
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Signature James Rob
Print Name James Robinson
Title President
Telephone Number 860-677-7577 Date 08/19/2022

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

 _____	<u>08/19/2022</u> _____
Signature	Date
James Robinson _____	
Print Name	
President _____	
Title	

ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by OOL prior to December 18, 2015. DOL has identified these goods and services here <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do no come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

l. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (www.fvvs.Rov/offices/).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities: and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national
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origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1,2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U S C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity
 - i. Is determined to have violated a prohibition in paragraph a. 1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension
- b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminated if Contractor
 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or
 2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a

third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7

cc. Copeland 'Anti-Kickback" ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of 'funding agreement" under 37 CFR §

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401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties. assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. '1 352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) Title VIII of the Civil Rights act of 1968 (42 U.S.C 3601 et seq.) as amended,

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relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

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

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

SIGNATURE CERTIFICATE



REFERENCE NUMBER
E87A58ED-37B4-4BDE-A12A-0DC764EED113

TRANSACTION DETAILS

Reference Number
E87A58ED-37B4-4BDE-A12A-0DC764EED113

Transaction Type
Signature Request

Sent At
08/18/2022 12:04 EDT

Executed At
08/23/2022 16:57 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
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Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Palm Beach Code School-Agreement No 2022-2025-Etp-11010

Filename
palm_beach_code_school-agreement_no_2022-2025-etp-11010.pdf



Pages
54 pages

Content Type
application/pdf

File Size
1.7 MB

Original Checksum
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SIGNERS

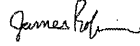
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<p>Name Kayla Salmon-Bell</p> <p>Email ksalmon@gocsb.com</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum aac73cb104007e49bd6e89502a1b5c55883ff3d752001083501802282b705218</p> <p>IP Address 209.37.57.250</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID 1C666C91</p>	<p>Viewed At 08/23/2022 16:57 EDT</p> <p>Identity Authenticated At 08/23/2022 16:57 EDT</p> <p>Signed At 08/23/2022 16:57 EDT</p>
<p>Name Jim York</p> <p>Email jyork@gocsb.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum a5aca6f4bf7bcd01fcd2f0adda5bcccfccbd6d45bf34e8b7eaff0b7d6180ee</p> <p>IP Address 209.37.57.250</p> <p>Device Chrome via Mac</p> <p>Typed Signature </p> <p>Signature Reference ID 41F2D8A7</p>	<p>Viewed At 08/23/2022 16:54 EDT</p> <p>Identity Authenticated At 08/23/2022 16:55 EDT</p> <p>Signed At 08/23/2022 16:55 EDT</p>
<p>Name Jim Robinson</p> <p>Email jim@gocsb.com</p> <p>Signer Sequence 0</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 8867df6c059c040a6f55db0d8c46cd471928f00859ba731663552a20c089a96</p> <p>IP Address</p>	<p>Viewed At 08/19/2022 15:32 EDT</p> <p>Identity Authenticated At 08/19/2022 15:34 EDT</p> <p>Signed At 08/19/2022 15:34 EDT</p>

Components
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Device
Chrome via Mac

Drawn Signature



Signature Reference ID
52636CBF

Signature Biometric Count
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AUDITS

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08/18/2022 12:04 EDT	Jim Robinson (jim@gocsb.com) was emailed a link to sign.
08/19/2022 15:32 EDT	Jim Robinson (jim@gocsb.com) viewed the document on Chrome via Mac from 71.192.21.135.
08/19/2022 15:34 EDT	Jim Robinson (jim@gocsb.com) authenticated via email on Chrome via Mac from 71.192.21.135.
08/19/2022 15:34 EDT	Jim Robinson (jim@gocsb.com) signed the document on Chrome via Mac from 71.192.21.135.
08/19/2022 15:34 EDT	Jim York (jyork@gocsb.com) was emailed a link to sign.
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SIGNATURE CERTIFICATE



REFERENCE NUMBER

C31E742B-E8AA-4627-97B7-D42272E9E445

TRANSACTION DETAILS

Reference Number
C31E742B-E8AA-4627-97B7-D42272E9E445

Transaction Type
Signature Request

Sent At
08/24/2022 14:54 EDT

Executed At
08/29/2022 12:55 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
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Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Pe-Palm Beach Code School-Agreement No 2022-2025-Etp-11010-Signed Certificate

Filename
pe-palm_beach_code_school-agreement_no_2022-2025-etp-11010-signed_certificate.pdf

Pages
56 pages

Content Type
application/pdf

File Size
668 KB

Original Checksum
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Moya Brathwaite</p> <p>Email mbrathwaite@careersourcebroward.com</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 9070ccd067e6c19c6772e9fa82af3bf201de2bf1dbeecc416caef466276cf88ae5</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID 16F2C0A1</p>	<p>Viewed At 08/29/2022 12:54 EDT</p> <p>Identity Authenticated At 08/29/2022 12:55 EDT</p> <p>Signed At 08/29/2022 12:55 EDT</p>
<p>Name Amy Winer</p> <p>Email awiner@careersourcebroward.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 9700b3184f71364c6484232f4f1c8a78675697b7aa0a3337d4b036784032b5e2</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID 1C48D6FF</p>	<p>Viewed At 08/29/2022 07:38 EDT</p> <p>Identity Authenticated At 08/29/2022 07:39 EDT</p> <p>Signed At 08/29/2022 07:39 EDT</p>
<p>Name Carol Hylton</p> <p>Email chylton@careersourcebroward.com</p> <p>Signer Sequence 0</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 71b3e33404076e8de2ab920d0c38b9484eccd2df2e87160153c15189b16447f62</p> <p>IP Address</p>	<p>Viewed At 08/27/2022 13:24 EDT</p> <p>Identity Authenticated At 08/27/2022 13:25 EDT</p> <p>Signed At 08/27/2022 13:25 EDT</p>

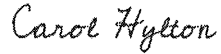
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Device

Mobile Safari via iOS

Typed Signature**Signature Reference ID**

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AUDITS

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08/26/2022 16:50 EDT	Carol Hylton (chylton@careersourcebroward.com) was emailed a reminder.
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ELIGIBLE TRAINING PROVIDER

VENDOR CONTRACT

2023-2026-ETP-1700

Between

CareerSource Broward

And

HOWARD B. STEVENS, INC. DBA PC PROFESSOR

A Continuing Eligible Training Provider

Pursuant to the Steven's Amendment
Consolidated Appropriations Act of 2018, Pub. L. No. 115- 141, 132 Stat. 348, div. H,
Title V, Sec. 505 (Mar. 23, 2018)

1. The percentage and dollars of the total costs of the program or project which will be financed with Federal money is determined at the time of individual participant enrollment.

This is a master agreement. No funds are awarded under this contract.

This Agreement entered into on this 15th day of August, 2023 by and between CareerSource Broward, hereinafter referred to as "CSBD", and **HOWARD B. STEVENS, INC. DBA PC PROFESSOR**, a for-profit corporation, registered with the State of FLORIDA, hereinafter referred to as "Contractor".

The term of this Agreement shall begin on the date the Agreement is executed by all the parties and shall terminate with the completion of the training of the last participant referred by CSBD to Contractor or June 30, 2026, whichever date comes later.

RECITALS

Whereas, the CSBD Council of Elected Officials, hereinafter, "Council" and the Broward Workforce Development Board, hereinafter "BWDB" have approved Contractor, and the Courses of training on the CSBD Eligible Training Provider List for the purpose of referring program participants for training under its various formula and discretionary, state and federal workforce grants; and

Whereas, Contractor agrees to provide the above referenced training, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

A. STATEMENT OF WORK

1. CSBD's ability to enter into this Contract is dependent upon Contractor's approval to be an Eligible Training Provider (ETP) for a one (1) year period of initial eligibility followed by a two (2) year period of subsequent eligibility pursuant to 20 CFR 680.450 and 680.460. Should Contractor fail to meet initial or subsequent eligibility this Contract shall be immediately terminated.
2. Contractor agrees to provide the course(s) of training as specified in the approved program description, submitted to CSBD for approval by its governing boards. Contractor shall notify CSBD of any changes in the approved program descriptions prior to the enrollment of any individual referred by CSBD.
3. Contractor shall provide their approved course(s) of training at its licensed facility, on-line or at an externship or clinical site based upon the approval granted by the BWDB at the time of submission of their application to be placed on the CSBD Eligible Training Provider List (ETPL).
4. Contractor's approval as an ITA provider does not obligate CSBD to refer participants.
5. Contractor understands that this Contract does not obligate CSBD to refer students to Contractor. However, Contractor may refer individuals to CSBD for a determination of their eligibility to receive financial assistance and a Training Voucher from CSBD. CSBD must offer participants "customer choice" and therefore does not guarantee that a student referred to CSBD by Contractor, will ultimately decide to enroll in Contractor's institution.

6. Contractor agrees to enroll participants as students in their institution and to provide the training as specified on the Training Voucher, as described below, presented to the campus Cashier or Registrar's office by a referred CSBD participant/student.
 - a. Course authorization shall only be transmitted via an original signed CSBD Training Voucher, or a Training Voucher transmitted electronically via DocuSign or similar verifiable signature software program delivered to Contractor in accordance with a process agreed to by the parties. Contractor shall not accept Training Vouchers via verbal approval such oral vouchers will not be honored by CSBD. CSBD will not reimburse Contractor for courses not on the official CSBD signed Training Voucher.
 - b. Contractor agrees not to enroll a referred participant into courses not listed on the Training Voucher. CSBD will not be responsible for reimbursement of the tuition or associated fees for unauthorized courses. Contractor shall not require any participant/student to sign a tuition Contract between the student and Contractor for unauthorized courses.
 - c. Training shall be in the occupational area identified on the Training Voucher with the specified weeks of instruction, and/or hours per course as outlined in Contractor's current academic year Course Catalogs and approved for the student at the time of their enrollment.
7. Participant Training Vouchers and Individual Training Accounts
 - a. An individual training account (ITA) refers to the scholarship amount available to pay for a participant / student's tuition or course(s).
 - b. Training Voucher refers to the instrument used by CSBD to identify the courses of study and the amount of ITA funds allocated to an individual participant for the courses and time frames described on the voucher.
 - i. Vouchers may be issued for less than the full amount of tuition or the cost of the course of study.
 - ii. Vouchers may be issued each semester if Contractor offers training on a semester basis or in increments applicable to the schedule of courses offered by Contractor.
 - iii. Participant/Students are issued a Training Voucher each semester or at the completion of a course of training prior to registration for the new semester or course. In order to receive a new Voucher CSBD must receive a copy of the participant/student's transcript or an acceptable form of progress report. Contractor or CSBD may obtain a FERPA to be able to share student information.
 - iv. Each Training Voucher will list the course selections and other items allowable for that participant/student.
 - c. Neither Contractor nor referred participant/students shall have any property rights which attach to an ITA.
 - d. The parties agree that Training vouchers are not transferable, cannot be sold and have no intrinsic value.

- e. From time-to-time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from CSBD. If a transfer is authorized by Contractor prior to receiving written approval from CSBD, CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.
 - f. Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old as they will be considered expired and CSBD shall not be obligated to reimburse for those Training Vouchers.
8. Contractor agrees to provide CSBD with the grade level at which the course material and textbooks for the individual courses of study are normed so that CSBD can properly determine a participant's qualifications to be successful in the course of study offered by Contractor.
9. Participant/students literacy and numeracy skills may be assessed by CSBD and a prospective participant/student who is not within one grade level of the course materials may be determined as ineligible for the course of training to be provided by Contractor.
10. Combining Pell Grants and Other Financial Aid with CSBD Financial Assistance
- a. Contractor's Financial Aid Office shall assist CSBD participant/students in determining their eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance or other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
 - b. CSBD will obtain a FERPA release from its participant/students so that Contractor can share PELL award information.
 - c. CSBD will issue an initial training voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to CSBD by Contractor.
 - d. Contractor agrees that they will not collect more than the advertised tuition for each participant/student enrolled. Contractor shall follow federal rules applicable to a determination of the order in which federal financial assistance shall be applied. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the Participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of Workforce Innovation and Opportunity Act of 2014 funds.
 - e. Contractor agrees to immediately inform CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility
 - f. Contractor will not defer or delay payments of PELL or other financial assistance to students.

11. PERFORMANCE

- a. The approval of Training Vouchers for a course of study is subject to performance by Contractor. Following CSBD governing boards' approval to add a course of study to

the ITA list, Contractor shall be limited to ten (10) CSBD student/participants for each course of study from the date that the contract is signed until such time as the seventy percent (70%) training-related placement rate can be documented, through Florida Education and Training Placement Information Program (FETPIP).

- b. A minimum of seventy percent (70%) of the students enrolled who complete training must be placed in a training related jobs within ninety (90) days or such other period as may be determined by the CSBD governing boards following their completion of training. Training related shall be determined in accordance with the State of Florida definition.
- c. Failure to meet performance shall result in the suspension or termination of referrals and award of an ITA for of the course of training or program. Referrals shall continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time Contractor may reapply for approval of the course or study of program.

B. COMPENSATION

1. Tuition or course fees shall be based on the tuition or course fee advertised to the general public.
2. The CSBD Training Voucher may cover enrollment, tuition, book and lab fees, registration and such other fees, as applicable, minus any scholarships or other financial aid the participant/student receives.
3. CSBD cannot reimburse tuition or course fees in excess of the CSBCF ITA cap or the actual cost of tuition or the course of training whichever is less
4. Contractor agrees to accept the CSBD Training Voucher for purposes of allowing participant/students to register and enroll in lieu of a cash, electronic payment or check prior to the start of classes. Contractor shall submit invoices to CSBD for each Training Voucher submitted and accepted by Contractor.
5. Contractor shall date stamp Training Vouchers when they are received. In order to be paid, Contractor shall submit an invoice to CSBD within forty-five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, including change fees, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty-five (45) days of receipt of the Training Voucher shall be voided and CSBD will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for CSBD to reimburse for the Training Voucher.
6. Tuition and fees billed to CSBD must be calculated minus any scholarships or other financial aid available and awarded to the participants/student.
7. Upon final payment to Contractor of amounts due at the end of each program year under this Contract, less any credits, refunds, or rebates due to CSBD, Contractor hereby releases and discharges CSBD from any financial claims arising from this Contract for that program year. To be entitled to payment, invoices must be received from Contractor within forty-five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited

and CSBD will not honor any requests submitted after the aforesaid time period.

8. Contractor's prices may change from the time of their approval for inclusion on the ITA List. Course tuition charges set by the Florida Legislature and signed into law shall be effective in accordance with the timeframes set by the statute and upon approval of the Contractor Board of Trustees. Contractor agrees to maintain the price proposed for certificate courses at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. Adjustments to tuition or price schedules for private proprietary institutions must be submitted in May of each year to be effective July 1 through June 30 of the following program year period. Reimbursements for tuition and fee schedule adjustments will be limited to the cap set for ITA scholarships by the CSBD governing boards.
9. Public institutions shall be reimbursed on a semester basis and in accordance with their change/drop schedules.
10. Private not-for-profit or private for-profit institutions, shall be reimbursed monthly by dividing the tuition or costs / total # months needed to obtain the credential or certificate up to the amount of the ITA awarded the participant. CSBD shall not be responsible for reimbursement of tuition for any month in which participant(s) is not in attendance for a minimum of ten (10) class days.
 - a. For withdrawals after the first ten (10) class days of the month, CSBD shall be responsible for the monthly payment through that month only; after which, CSBD shall not be responsible for any unpaid portion of the tuition applicable to the individual who has dropped out or withdrawn.
 - b. Contractor shall return all refunds or credits to CSBD within forty-five (45) business days of receipt or credit respectively, with sufficient information to identify the cause of that refund or credit.
 - c. Contractor agrees to provide CSBD with student attendance data with each invoice submitted for payment

C. THE CONTRACT DOCUMENTS

1. The following documents are incorporated by reference into this Contract as if fully set forth herein:
 - a. Contractor's approved application to CSBD to be included on the ETPL and each course/program application approved by the NCFWDB.
 - b. The Contractor Catalog which is on file with Contractor and a copy of which has been provided to CSBD or which is posted on Contractor's website at the time approval of Contractor's courses/programs by the NCFWDB.
 - c. The original signed Training Voucher(s).
 - d. CareerSource Florida Administrative Policy 90

<https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance->

[papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9](#)

- e. Certification regarding Debarment and Suspension.
 - f. Drug Free Workplace Form.
 - g. Lobbying Certification.
 - h. Assurances and Certifications.
 - i. The State of Florida Data Sharing Contract (Non-Disclosure and Confidentiality Contract)
 - j. Certification Regarding Environmental Tobacco Smoke
 - k. A Copy of the licenses/approvals from the Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the CSBD governing Boards designated as necessary to meet licensing and accreditation criteria in order for Contractor to be included on the CSBD ETPL.
 - l. Accreditation Information.
2. Any conflicts between the contract documents shall be resolved in this order:
 - a. The Contract Provisions.
 - b. The Training Voucher.
 - c. The Contractor Catalog submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.
 3. This Contract shall not be considered fully executed and participants shall not be referred until all the documents necessary to complete the Contract file are provided, including but not limited to resolutions, if required, identifying the signor, or completed Execution pages with the proper signors, the correct legal name of the entity, and signed attachments as applicable.

D. TERMINATION, SUSPENSION AND FAILURE TO PERFORM

1. Either party may terminate this Contract for convenience upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Contract or such shorter period as may be mutually agreed to by the parties. In such event, Contractor shall be entitled to receive payments for tuition or fees in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. CSBD shall not be liable for any tuition, fees, or costs after the effective date of termination.
2. CSBD may immediately terminate this Contract in the event of the de-obligation or cancellation of the grants providing the funding to support the activities under this Contract.

3. CSBD may terminate this Contract or remove a course of study from the list of approved courses for the award of an ITA, as applicable, at any time that the CSBD Chief Executive Officer determines that any of the following has occurred:
- a. Contractor has failed to provide the program of study approved for funding by the CSBD governing boards.
 - b. Contractor has failed to comply with PELL requirements as described in this Contract or Contractor loses its eligibility to receive PELL grants for its students or for a program of study approved for training by the NCFWDB.
 - c. Contractor changes the licensed location of its school as authorized by the Florida Department of Education.
 - d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education.
 - e. Contractor is charging CSBD participant/students a tuition of fee different from that offered to the general public for the same course of study.
 - f. Contractor's status as an ETP has been suspended or terminated by the Florida Department of Economic Opportunity or the REACH Office.
 - g. Contractor has reported inaccurate performance or demographic information to the state.
 - h. Contractor has violated CareerSource Florida Policy 90 which may be accessed at:

https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9

or as may be amended by REACH Office.
 - i. Engaged in fraud, criminal acts, incapacity, unfitness, neglect, incompetence, irresponsibility, offered unlawful remuneration to attract participants, misfeasance, malfeasance, nonfeasance or lack of performance.
 - j. Contractor has failed to take corrective action:
 - i. Regarding a student Complaint. In the event of a student/participant complaint if it relates to Contractor, Contractor shall address the complaint in accordance with its internal processes.
 - ii. Regarding a monitoring or audit finding related to fiscal issues and after notification contractor has not complied with an agreed to corrective action plan.
 - k. Contractor's school and/or course of study have had its accreditation suspended or lost its accreditation.
 - l. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ETPL.

- m. Contractor has not met the required performance as described herein.
 - n. There have been no enrollments into Contractor's courses of study for any twelve (12) month period.
 - o. Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.
4. Termination for any of the reasons cited in paragraph 3 immediately above may result in suspension of the course or Contractor from being included on the EPTL for a period of two (2) years after which Contractor may reapply for initial eligibility in accordance with 20 CFR 680.450 - 460.
5. If Contractor's eligibility to serve as an ETP is terminated or referrals to a course of study or program is suspended or terminated, CSBD shall not be obligated to reimburse Contractor for Training Vouchers issued following notice of termination of eligibility or suspension as applicable.
6. Suspension.
- a. CSBD may suspend this Contract or referrals into a course of study/program for any of the reasons listed in paragraph 3 above.
 - b. CSBD may suspend referrals to a course of study if Contractor delays the start date of training by more than five (5) business days.
 - c. CSBD may suspend referrals to a course of study if it is not offered to the general public.
 - d. CSBD may suspend referrals to a course of study if the training program is for an occupation no longer considered to be in demand because it ceases to be on the State of Florida Targeted Occupations in Demand List for the local Region,
 - e. CSBD may suspend referrals to a program if the program of study is materially changed from the description provided in Contractor's application because additional hours have been added or there is an increase in tuition.
 - f. CSBD may suspend referrals to a program if CSBD deems the course of study or school to be detrimental to its participant/students.
7. Notices of termination or suspension shall be in writing in accordance with the Notice section under this Contract.

E. GENERAL REQUIREMENTS

1. Reports

- a. Contractor agrees to file course completion and placement information for CSBD students with the Florida Education and Training Placement Information Program

(FETPIP) Office of the State of Florida and to provide CSBD with copies of the FETPIP report annually or upon request.

- b. Contractor shall provide CSBD with tuition or program cost information provided to the general public.
- c. Contractor agrees to provide CSBD with such additional information as may be required by the State of Florida including but not limited to
 - i. The names of the program participants who are in unsubsidized employment during the second quarter after exit from the program.
 - ii. The names of the program participants who are in unsubsidized employment during the fourth quarter after exit from the program
 - iii. The hourly wage of each of the program participants who are in unsubsidized employment during the second quarter after completing their course of study and exiting from the program;
 - iv. Evidence of participant/students' progress in their course of study in order for the participant/student to be issued a Training Voucher or for purposes of reporting performance to the State of Florida in accordance with a schedule to be provided by CSBD
- d. Contractor shall immediately notify CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.

2. Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training

- a. Contractor shall notify CSBD within five (5) business days of a participant's formal withdrawal, or absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
- b. Contractor agrees to notify CSBD when a participant successfully completes the training program into which they are enrolled and shall provide a copy or evidence of a participant/student's license, certificate, credential, diploma or degree, when obtained by CSBD participants, even if the participant/student has an outstanding balance with the Contractor. CSBD shall provide a FERPA or applicable release to be able to receive the information if required.

3. Maintenance of Records, Access and Monitoring

- a. Contractor shall keep copies of all records, accounts, and documents pertaining to this Contract or any Amendment hereto, including student information, for five (5) years following the expiration of this Contract.
- b. In the event of an audit or monitoring finding, claim, litigation, or other action involving this Contract or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

- c. Contractor agrees to allow authorized representatives of CSBD, the Florida Department of Economic Opportunity, the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor, (US DOL), or Health and Human Services (HHS) to monitor classes in which participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and review payments made under this Contract. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws").
- d. Contractor agrees to accept the properly executed FERPA form which designates with specificity the information the student wants disclosed to CSBD signed by students whose tuition is in whole or in part paid for by CSBD.

4. Notice

- a. All notices or communications required to be given by this Contract from one party to the other must be (i) given in writing, or transmitted by facsimile, and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, to the mailing address of each party as follows:

FOR CSBD:

To: CSBD President/CEO
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309
Fax: (954) 337-3255

FOR CONTRACTOR:

To: HOWARD B. STEVENS, INC. DBA PC PROFESSOR
6000 Okeechobee Blvd., #200
West Palm Beach, FL 33417
Attention: President
Fax: (561) 684-0882

- b. Notices shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed, provided that the sender has received a confirmation of such fax. A party may, for purposes of this Contract, change his, her or its address, fax number, or the person to whom a notice should be transmitted, by giving notice of such change to the other party pursuant to the above.

5. Force Majeure

- a. "Force Majeure" shall mean an event beyond the control of Contractor or CSBD, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
 - i An act of God, such as, but not limited to, hurricanes, earthquakes, drought, tidal waves and floods;

- ii Explosions and fire;
 - iii War, hostilities, whether war be declared or not, invasion, act of foreign enemies, mobilization, requisition, or embargo;
 - iv Strike, go slows, lock outs or disorder; and
 - v acts or threats of terrorism.
 - vi In the event of a Force Majeure
- b. Neither the Contractor nor CSBD shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the Effective Date.
 - c. The "Affected Party," prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
 - d. If Contractor is unable to hold classes or to register and enroll students, CSBD may direct to students to other schools or may advise them to wait until Contractor is operational depending upon what will best suit the needs of the student/participant.
 - e. If participants have already submitted their Training Vouchers but have not yet attended class or are within the drop/add period Contractor shall return the fees and/or tuition paid within thirty (30) days of receipt of payment.
 - f. If participants have attended class and are beyond the drop/add period Contractor and CSBD shall meet to determine the best course of action for the participant/students. This may include a pro rata partial refund of payments made on behalf of the participant/students.

6. Compliance with Applicable Laws and Regulations

- a. Contractor agrees to adhere to Workforce Innovation and Opportunity Act of 2014 P.L.113 -128 as it may be amended.
- b. Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-Contracts.
- c. Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD.
- d. When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as described in Attachment 3. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required; it may be obtained from CSBD. All disclosure forms required by the Certification Regarding Lobbying form must be completed and returned to CSBD.

- e. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, Contractor certifies it is not presently nor previously within a three (3) year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor will provide assurances of compliance as certified in the Contract Attachment titled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.
- f. When applicable, the Contractor shall disclose all related party transactions.
- g. Contractor shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Contractor pertaining to any program funded by this agreement or amendment hereto, available to CSBD, the Comptroller, General of the United States, the federal government and / or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews, investigation, survey or examination, even though, the Contractor may at the time of the request no longer be operating programs for CSBD or be a Contractor of CSBD.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-202-3830, PUBLICRECORDS@CAREERSOURCEBROWARD.COM, 2890 W. CYPRESS CREEK ROAD, FORT LAUDERDALE, FL 33309.

- h. To the extent applicable Contractor shall comply with 2 CFR§ 200.216 Prohibition on Certain Telecommunications and video surveillance services or equipment.
- i. To the extent applicable Contractor shall comply with 2 CFR§ 200.300 Statutory and National Policy requirements.
- j. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.322 Domestic preferences for procurement.
- k. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.323 Procurement of recovered materials.

7. Indemnification

- a. If Contractor is a state agency, as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve,

as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

- b. Contractors who are not public agencies agree they shall at all times hereafter indemnify, hold harmless and, at CSBD's option, defend or pay for an attorney selected by the CSBD General Counsel to defend CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, 1) related to, arising from, or as a result of this Contract; or 2) caused by a negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from or related this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to special fees, markups or interest payments on the part of CSBD

8. Governing Law and Venue

- a. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal issues arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts in Broward County, Florida the venue situs.
- b. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.
- c. Contractor Obligation to Adhere to Public Entity Crimes Policy. Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by

CSBD pursuant to this Contract, and may result in debarment from CSBD competitive procurement activities

Contractor represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity crime) and that it has not been formally charged with committing an act defined as a (public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

d. Compliance with E-Verify. Contractor agrees to comply with Florida Statutes 448.095 and shall:

- i Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,
- ii Not employ, contract with, or subcontract with an unauthorized alien
- iii Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.

e. Compliance with Equal Employment and Discrimination Laws. Contractor agrees to adhere to the following equal employment laws as applicable to Contractor:

- i Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
- ii The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
- iii Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended
- iv Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended,
- v Applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)
- vi WIOA Non-Discrimination Requirements 29 CFR part 37 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.

9. Amendments

- a. This constitutes the entire Contract between the parties. Any modification or addition hereto shall not become binding on either party until accepted by both parties, reduced to writing and attached hereto as an Amendment to this Contract.
- b. The parties further agree that this Contract may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.

10. Assignment. Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Contract without prior written approval of CSBD.

11. **Prior Contracts.** This document incorporates and includes, all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, Contracts, understandings concerning the subject matter of this Contract, that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and CSBD.
12. **Independent Contractor.** The parties understand and agree that they are independent contractors and no provisions of this Contract shall be construed as creating an agency or employment relationship between the parties and their employees, agents, subcontractors or assigns.
13. **Headings.** The headings of the sections of this Contract are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

14. Term

- a. This Contract shall begin on the date it is executed by all the parties and shall terminate on June 30, 2026 unless:
 - i. Contractor's status as an initial ETP is terminated in the year following their approval as an ETP in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity; or
 - ii. Contractor's status for subsequent eligibility as an ETP is terminated or expires in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity;
 - iii. Contractor fails to reapply for subsequent ETP status three (3) months prior to June 30, of the program year in which their eligibility status must be redetermined, in which case there will be no referrals to Contractor until their "continuing eligibility" as an ETP has been approved by the Florida Department of Economic Opportunity or REACH Office.
- b. CSBD reserves the right to continue participants referred by CSBD to Contractor until their training is complete or to transfer the participants and be relieved of its obligation to Contractor for payments beyond the termination date if this Contract is terminated because: Contractor has lost their eligibility status as an ETP for any reason.

15. Execution

This Contract and any attachment, exhibit or amendment, ("the Documents") related to this Agreement required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. The Parties agree that any Electronic Signature shall be valid and binding on each of the Parties to the same extent as a manual, original signature, and enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any of the Documents may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and

the same Document.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: HOWARD B. STEVENS, INC. DBA PC PROFESSOR signing by and through its (Title of Signatory) Howard Fellman on the 15th day of August, 2023 and CareerSource Broward Florida signing by and through its President/CEO.

AS TO HOWARD B. STEVENS, INC. DBA PC PROFESSOR:

ATTEST: David Fambro L.S.
H Dumper L.S.

BY: [Signature]
(Signature)
Print Name: Howard Fellman
TITLE: President
DATE: 08/15/2023

AS TO CAREERSOURCE BROWARD:

ATTEST: Michelle Baldis L.S.
Moya Brathwaite L.S.

BY: Carol Hylton
(Signature)
Print Name: Carol Hylton
TITLE: President/CEO
DATE: 08/15/2023

Approved as to form by the CareerSource Broward
Rochelle J. Daniels
General Counsel
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309

BY: [Signature]
Rochelle J. Daniels
General Counsel

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



08/15/2023

Signature

Date

Howard Fellman

President

Print Name and Title of Authorized Representative

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

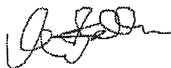
G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.



08/15/2023

Signature

Date

Howard Fellman

Print Name

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants. and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name. if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
- (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier
Sub awards

1. Type of Federal Action

2. Status of Federal Action:

10. a. Name and Address of Lobbying Entity

b. Individuals Performing Services (including address if different from No. 10a.)

(If individual, last name, first name, MI)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):

_____ actual _____ planned _____

12. Form of Payment (check all that apply):

- a. cash
- b. In-kind, specify: nature _____ value _____

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify: _____

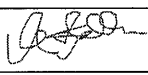
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.²

Signature  _____
 Print Name Howard Fellman
 Title President
 Telephone Number 561-684-3333 Date 08/15/2023

² Approved by OMB 0348-0046

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the 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 agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) 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 agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

PC Professor	ETP
Grantee/Contractor/Organization	Program/Title
Howard Fellman	08/15/2023
Name of Certifying Official	Date
Print Name and Sign	

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified

by identified by the DOL as of September 30, 2020 at:
<https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>.

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do no come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any

institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

I. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (vwww.fvvs.Rov/officesl).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U S C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term: or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension

b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminate if Contractor

- 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or

2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse

must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7

cc. Copeland "Anti-Kickback" ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. 1352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grant the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

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

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource Broward and Contractor.

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of the Department for Economic Opportunity (hereinafter, DEO) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Investment Act (WIA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Contractor, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Contractor is aware that there is a DEO Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.

C. Contractor, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Contractor must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Contractor's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Agreement to CareerSource Broward.

D. Contractor shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Contractor will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Contractor will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit D. These forms shall be submitted to CareerSource Broward. Contractor shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer in need of system access so that

CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

F. Contractor agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Contractor, subcontractors and their employees may obtain access to information that is otherwise confidential; however, that access does not alter the confidential nature of the information. It is incumbent upon Contractor, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the DEO Intranet.

V. Indemnity:

Contractor is an independent contractor and shall carry out, exercise and execute its duties under this Agreement as an independent contractor. In discharging said duties and responsibilities, Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. Contractor agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

This Agreement may be terminated upon failure of either party to abide by the terms of the Agreement or for the convenience of the parties, within thirty (30) days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of Agreement:

This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

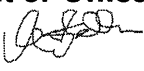
In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Contractor

Name of Contractor:

HOWARD B. STEVENS, INC. DBA PC PROFESSOR

Name of President or Officer: Howard Fellman

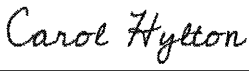
(Signature) 

(Title) **President or Officer**

(Date) 08/15/2023

ACCEPTED BY CareerSource Broward:

Name of President/CEO: CAROL HYLTON

(Signature) 


(Title) **President/CEO**

(Date) 08/15/2023

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

 08/15/2023

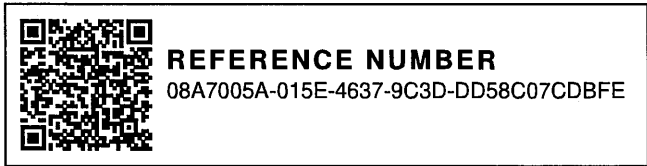
Signature and Date
Howard Fellman

Printed Name
Howard Fellman

Title
President

Organization

SIGNATURE CERTIFICATE



TRANSACTION DETAILS

Reference Number
08A7005A-015E-4637-9C3D-DD58C07CDBFE

Transaction Type
Signature Request

Sent At
06/30/2023 19:16 EDT

Executed At
08/15/2023 14:58 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
c8a1cd837d5c3dbdf9ca4a2579f36752b22ee5d1aaaf5c6a2a0f363e17b4dd1f

Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Pc Professor-Agreement No 2023-2026-Etp-1700

Filename
pc_professor-agreement_no_2023-2026-etp-1700.pdf

Pages
39 pages

Content Type
application/pdf

File Size
250 KB

Original Checksum
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Howard Fellman</p> <p>Email howard@pcprofessor.edu</p> <p>Signer Sequence 0</p> <p>Components 26</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 311d41fd4b5a72da36b45a01c138a19d00286d65db88f0f8f556fd3b4da97334</p> <p>IP Address 65.34.203.205</p> <p>Device Microsoft Edge via Windows</p> <p>Drawn Signature </p> <p>Signature Reference ID 2BB434D4</p> <p>Signature Biometric Count 2</p>	<p>Viewed At 08/15/2023 14:50 EDT</p> <p>Identity Authenticated At 08/15/2023 14:56 EDT</p> <p>Signed At 08/15/2023 14:56 EDT</p>

AUDITS

TIMESTAMP	AUDIT
06/30/2023 19:16 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'pc_professor-agreement_no_2023-2026-etp-1700.pdf' on Chrome via Windows from 67.23.70.69.
06/30/2023 19:16 EDT	Howard Fellman (howard@pcprofessor.edu) was emailed a link to sign.
06/30/2023 19:17 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) shared document 'pc_professor-agreement_no_2023-2026-etp-1700.pdf' on Chrome via Windows from 67.23.70.69.
07/30/2023 19:06 EDT	Howard Fellman (howard@pcprofessor.edu) was emailed a reminder.
07/30/2023 20:00 EDT	Document 'pc_professor-agreement_no_2023-2026-etp-1700.pdf' expired and is no longer signable.
08/15/2023 13:29 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) extended document 'pc_professor-agreement_no_2023-2026-etp-1700.pdf' on Chrome via Windows from 67.23.70.69.
08/15/2023 14:50 EDT	Howard Fellman (howard@pcprofessor.edu) viewed the document on Microsoft Edge via Windows from 65.34.203.205.
08/15/2023 14:56 EDT	Howard Fellman (howard@pcprofessor.edu) authenticated via email on Microsoft Edge via Windows from 65.34.203.205.
08/15/2023 14:56 EDT	Howard Fellman (howard@pcprofessor.edu) signed the document on Microsoft Edge via Windows from 65.34.203.205.
08/15/2023 14:56 EDT	Robert Fellman (robert@pcprofessor.edu) was emailed a link to sign.
08/15/2023 14:58 EDT	Robert Fellman (robert@pcprofessor.edu) was removed from document 08a7005a-015e-4637-9c3d-dd58c07cdbfe as the document was force completed.
08/15/2023 14:58 EDT	Dennis Dale (dennis@pcprofessor.edu) was removed from document 08a7005a-015e-4637-9c3d-dd58c07cdbfe as the document was force completed.

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08/15/2023 14:58 EDT

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08/15/2023 14:58 EDT

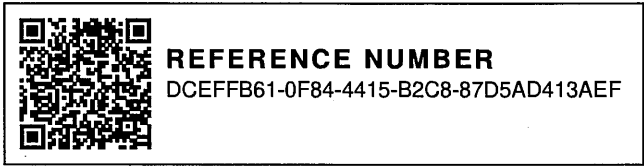
AUDIT

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Component 'Signature Field 3' assigned to signer3 was removed as the document was force completed.

Moya Brathwaite (mbrathwaite@careersourcebroward.com) force completed document 'pc_professor-agreement_no_2023-2026-etp-1700.pdf' on Chrome via Windows from 67.23.70.69.

SIGNATURE CERTIFICATE



TRANSACTION DETAILS

Reference Number
DCEFFB61-0F84-4415-B2C8-87D5AD413AEF

Transaction Type
Signature Request

Sent At
08/15/2023 15:11 EDT

Executed At
08/15/2023 16:02 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
b71c0be56d32389de6733c1eae0c789d9d5b9046f1dbee51f97c09b819bb59a5

Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Pc+professor-Agreement+no+2023-2026-Etp-1700 Howard+fellman-Signed-Certificate

Filename
pc+professor-agreement+no+2023-2026-etp-1700_howard+fellman-signed-certificate.pdf

Pages
41 pages

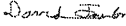
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360 KB

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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Howard Fellman</p> <p>Email howard@pcprofessor.edu</p> <p>Signer Sequence 2</p> <p>Components 5</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 12e2dad249ce5707ef152084b732331fc7d2a1c8004eb41a3e51dad61dd473f</p> <p>IP Address 65.34.203.205</p> <p>Device Chrome via Windows</p> <p>Drawn Signature </p> <p>Signature Reference ID 9AFE2B9D</p> <p>Signature Biometric Count 7</p>	<p>Viewed At 08/15/2023 15:59 EDT</p> <p>Identity Authenticated At 08/15/2023 16:02 EDT</p> <p>Signed At 08/15/2023 16:02 EDT</p>
<p>Name Harry Draper</p> <p>Email harry@pcprofessor.edu</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 72cb3120bee0cce5b876fb1be3e1997d4bd56995f1355cd465b02584d9a9ec78</p> <p>IP Address 65.34.203.205</p> <p>Device Microsoft Edge via Windows</p> <p>Drawn Signature </p> <p>Signature Reference ID 040E0589</p> <p>Signature Biometric Count 3</p>	<p>Viewed At 08/15/2023 15:19 EDT</p> <p>Identity Authenticated At 08/15/2023 15:20 EDT</p> <p>Signed At 08/15/2023 15:20 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
Name David Fowler	Status signed	Viewed At 08/15/2023 15:12 EDT
Email davidf@pcprofessor.edu	Multi-factor Digital Fingerprint Checksum 09c58e4bf8055f12dfcb30f08a3a1cb88ca64ac3d53392e12d45398c380ecf0f	Identity Authenticated At 08/15/2023 15:15 EDT
Signer Sequence 0	IP Address 65.34.203.205	Signed At 08/15/2023 15:15 EDT
Components 1	Device Chrome via Windows	
	Drawn Signature 	
	Signature Reference ID C59B7A26	
	Signature Biometric Count 9	

AUDITS

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08/15/2023 15:11 EDT	David Fowler (davidf@pcprofessor.edu) was emailed a link to sign.
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08/15/2023 15:15 EDT	David Fowler (davidf@pcprofessor.edu) authenticated via email on Chrome via Windows from 65.34.203.205.
08/15/2023 15:15 EDT	David Fowler (davidf@pcprofessor.edu) signed the document on Chrome via Windows from 65.34.203.205.
08/15/2023 15:15 EDT	Harry Draper (harry@pcprofessor.edu) was emailed a link to sign.
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08/15/2023 15:20 EDT	Harry Draper (harry@pcprofessor.edu) authenticated via email on Microsoft Edge via Windows from 65.34.203.205.
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08/15/2023 15:59 EDT	Howard Fellman (howard@pcprofessor.edu) viewed the document on Chrome via Windows from 65.34.203.205.
08/15/2023 16:02 EDT	Howard Fellman (howard@pcprofessor.edu) authenticated via email on Chrome via Windows from 65.34.203.205.
08/15/2023 16:02 EDT	Howard Fellman (howard@pcprofessor.edu) signed the document on Chrome via Windows from 65.34.203.205.

SIGNATURE CERTIFICATE



REFERENCE NUMBER

064B23BB-9BFB-45EB-A5A7-F5AC4E2AB1DD

TRANSACTION DETAILS

Reference Number
064B23BB-9BFB-45EB-A5A7-F5AC4E2AB1DD

Transaction Type
Signature Request

Sent At
08/15/2023 16:31 EDT

Executed At
08/16/2023 09:28 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
34f43c6a0e37990ba63c114d201bd06a4907436fef87bde9e1d17ea44c238d71

Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Pe-Pc Professor-Agreement No 2023-2026-Etp-1700-Signed-Certificate

Filename
pe-pc_professor-agreement_no_2023-2026-etp-1700-signed-certificate.pdf

Pages
43 pages

Content Type
application/pdf

File Size
442 KB

Original Checksum
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Moya Brathwaite</p> <p>Email mbrathwaite@careersourcebroward.com</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 0c0d72c1a0283e34c7090c4f888fb89d35b7aeab1f2b8089e07cec8c7854a35c</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Moya Brathwaite</i></p> <p>Signature Reference ID CE016561</p>	<p>Viewed At 08/16/2023 09:28 EDT</p> <p>Identity Authenticated At 08/16/2023 09:28 EDT</p> <p>Signed At 08/16/2023 09:28 EDT</p>
<p>Name Michele Baldis</p> <p>Email mbaldis@careersourcebroward.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 8fcae01beb2a0b4db5c49b06849658ad5694abda8e35807176a84cc1678934d7</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Michele Baldis</i></p> <p>Signature Reference ID 851DBC00</p>	<p>Viewed At 08/16/2023 07:36 EDT</p> <p>Identity Authenticated At 08/16/2023 07:36 EDT</p> <p>Signed At 08/16/2023 07:36 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
Name Carol Hylton	Status signed	Viewed At 08/15/2023 19:49 EDT
Email chylton@careersourcebroward.com	Multi-factor Digital Fingerprint Checksum 788a78342ccb9ca5ed51aaf0b23724aeefcc1d7530c76dfbc50a94c1b16dad9	Identity Authenticated At 08/15/2023 19:50 EDT
Signer Sequence 0	IP Address 99.33.26.222	Signed At 08/15/2023 19:50 EDT
Components 4	Device Mobile Safari via iOS	
	Typed Signature <i>Carol Hylton</i>	
	Signature Reference ID 3C31464B	

AUDITS

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08/15/2023 16:31 EDT	Carol Hylton (chylton@careersourcebroward.com) was emailed a link to sign.
08/15/2023 19:49 EDT	Carol Hylton (chylton@careersourcebroward.com) viewed the document on Mobile Safari via iOS from 99.33.26.222.
08/15/2023 19:50 EDT	Carol Hylton (chylton@careersourcebroward.com) authenticated via email on Mobile Safari via iOS from 99.33.26.222.
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08/15/2023 19:50 EDT	Michele Baldis (mbaldis@careersourcebroward.com) was emailed a link to sign.
08/16/2023 07:36 EDT	Michele Baldis (mbaldis@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
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08/16/2023 07:36 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) was emailed a link to sign.
08/16/2023 09:28 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
08/16/2023 09:28 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
08/16/2023 09:28 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

ELIGIBLE TRAINING PROVIDER

VENDOR CONTRACT

2023-2026-ETP-11252

Between

CareerSource Broward

And

JUN ENTERPRISE LLC DBA RUBY'S ACADEMY FOR HEALTH OCCUPATIONS

A Continuing Eligible Training Provider

Pursuant to the Steven's Amendment
Consolidated Appropriations Act of 2018, Pub. L. No. 115- 141, 132 Stat. 348, div. H,
Title V, Sec. 505 (Mar. 23, 2018)

1. The percentage and dollars of the total costs of the program or project which will be financed with Federal money is determined at the time of individual participant enrollment.

This is a master agreement. No funds are awarded under this contract.

This Agreement entered into on this 5th day of June, 2023 by and between CareerSource Broward, hereinafter referred to as "CSBD", and **JUN ENTERPRISE LLC DBA RUBY'S ACADEMY FOR HEALTH OCCUPATIONS**, a for-profit corporation, registered with the State of FLORIDA, hereinafter referred to as "Contractor".

The term of this Agreement shall begin on the date the Agreement is executed by all the parties and shall terminate with the completion of the training of the last participant referred by CSBD to Contractor or June 30, 2026, whichever date comes later.

RECITALS

Whereas, the CSBD Council of Elected Officials, hereinafter, "Council" and the Broward Workforce Development Board, hereinafter "BWDB" have approved Contractor, and the Courses of training on the CSBD Eligible Training Provider List for the purpose of referring program participants for training under its various formula and discretionary, state and federal workforce grants; and

Whereas, Contractor agrees to provide the above referenced training, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

A. STATEMENT OF WORK

1. CSBD's ability to enter into this Contract is dependent upon Contractor's approval to be an Eligible Training Provider (ETP) for a one (1) year period of initial eligibility followed by a two (2) year period of subsequent eligibility pursuant to 20 CFR 680.450 and 680.460. Should Contractor fail to meet initial or subsequent eligibility this Contract shall be immediately terminated.
2. Contractor agrees to provide the course(s) of training as specified in the approved program description, submitted to CSBD for approval by its governing boards. Contractor shall notify CSBD of any changes in the approved program descriptions prior to the enrollment of any individual referred by CSBD.
3. Contractor shall provide their approved course(s) of training at its licensed facility, on-line or at an externship or clinical site based upon the approval granted by the BWDB at the time of submission of their application to be placed on the CSBD Eligible Training Provider List (ETPL).
4. Contractor's approval as an ITA provider does not obligate CSBD to refer participants.
5. Contractor understands that this Contract does not obligate CSBD to refer students to Contractor. However, Contractor may refer individuals to CSBD for a determination of their eligibility to receive financial assistance and a Training Voucher from CSBD. CSBD must offer participants "customer choice" and therefore does not guarantee that a student referred to CSBD by Contractor, will ultimately decide to enroll in Contractor's institution.

6. Contractor agrees to enroll participants as students in their institution and to provide the training as specified on the Training Voucher, as described below, presented to the campus Cashier or Registrar's office by a referred CSBD participant/student.
 - a. Course authorization shall only be transmitted via an original signed CSBD Training Voucher, or a Training Voucher transmitted electronically via DocuSign or similar verifiable signature software program delivered to Contractor in accordance with a process agreed to by the parties. Contractor shall not accept Training Vouchers via verbal approval such oral vouchers will not be honored by CSBD. CSBD will not reimburse Contractor for courses not on the official CSBD signed Training Voucher.
 - b. Contractor agrees not to enroll a referred participant into courses not listed on the Training Voucher. CSBD will not be responsible for reimbursement of the tuition or associated fees for unauthorized courses. Contractor shall not require any participant/student to sign a tuition Contract between the student and Contractor for unauthorized courses.
 - c. Training shall be in the occupational area identified on the Training Voucher with the specified weeks of instruction, and/or hours per course as outlined in Contractor's current academic year Course Catalogs and approved for the student at the time of their enrollment.
7. Participant Training Vouchers and Individual Training Accounts
 - a. An individual training account (ITA) refers to the scholarship amount available to pay for a participant / student's tuition or course(s).
 - b. Training Voucher refers to the instrument used by CSBD to identify the courses of study and the amount of ITA funds allocated to an individual participant for the courses and time frames described on the voucher.
 - i. Vouchers may be issued for less than the full amount of tuition or the cost of the course of study.
 - ii. Vouchers may be issued each semester if Contractor offers training on a semester basis or in increments applicable to the schedule of courses offered by Contractor.
 - iii. Participant/Students are issued a Training Voucher each semester or at the completion of a course of training prior to registration for the new semester or course. In order to receive a new Voucher CSBD must receive a copy of the participant/student's transcript or an acceptable form of progress report. Contractor or CSBD may obtain a FERPA to be able to share student information.
 - iv. Each Training Voucher will list the course selections and other items allowable for that participant/student.
 - c. Neither Contractor nor referred participant/students shall have any property rights which attach to an ITA.
 - d. The parties agree that Training vouchers are not transferable, cannot be sold and have no intrinsic value.

- e. From time-to-time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from CSBD. If a transfer is authorized by Contractor prior to receiving written approval from CSBD, CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.
 - f. Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old as they will be considered expired and CSBD shall not be obligated to reimburse for those Training Vouchers.
8. Contractor agrees to provide CSBD with the grade level at which the course material and textbooks for the individual courses of study are normed so that CSBD can properly determine a participant's qualifications to be successful in the course of study offered by Contractor.
9. Participant/students literacy and numeracy skills may be assessed by CSBD and a prospective participant/student who is not within one grade level of the course materials may be determined as ineligible for the course of training to be provided by Contractor.
10. Combining Pell Grants and Other Financial Aid with CSBD Financial Assistance
- a. Contractor's Financial Aid Office shall assist CSBD participant/students in determining their eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance or other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
 - b. CSBD will obtain a FERPA release from its participant/students so that Contractor can share PELL award information.
 - c. CSBD will issue an initial training voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to CSBD by Contractor.
 - d. Contractor agrees that they will not collect more than the advertised tuition for each participant/student enrolled. Contractor shall follow federal rules applicable to a determination of the order in which federal financial assistance shall be applied. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the Participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of Workforce Innovation and Opportunity Act of 2014 funds.
 - e. Contractor agrees to immediately inform CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility
 - f. Contractor will not defer or delay payments of PELL or other financial assistance to students.

11. PERFORMANCE

- a. The approval of Training Vouchers for a course of study is subject to performance by Contractor. Following CSBD governing boards' approval to add a course of study to

the ITA list, Contractor shall be limited to ten (10) CSBD student/participants for each course of study from the date that the contract is signed until such time as the seventy percent (70%) training-related placement rate can be documented, through Florida Education and Training Placement Information Program (FETPIP).

- b. A minimum of seventy percent (70%) of the students enrolled who complete training must be placed in a training related jobs within ninety (90) days or such other period as may be determined by the CSBD governing boards following their completion pf training. Training related shall be determined in accordance with the State of Florida definition.
- c. Failure to meet performance shall result in the suspension or termination of referrals and award of an ITA for of the course of training or program. Referrals shall continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time Contractor may reapply for approval of the course or study of program.

B. COMPENSATION

- 1. Tuition or course fees shall be based on the tuition or course fee advertised to the general public.
- 2. The CSBD Training Voucher may cover enrollment, tuition, book and lab fees, registration and such other fees, as applicable, minus any scholarships or other financial aid the participant/student receives.
- 3. CSBD cannot reimburse tuition or course fees in excess of the CSBCF ITA cap or the actual cost of tuition or the course of training whichever is less
- 4. Contractor agrees to accept the CSBD Training Voucher for purposes of allowing participant/students to register and enroll in lieu of a cash, electronic payment or check prior to the start of classes. Contractor shall submit invoices to CSBD for each Training Voucher submitted and accepted by Contractor.
- 5. Contractor shall date stamp Training Vouchers when they are received. In order to be paid, Contractor shall submit an invoice to CSBD within forty-five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, including change fees, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty-five (45) days of receipt of the Training Voucher shall be voided and CSBD will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for CSBD to reimburse for the Training Voucher.
- 6. Tuition and fees billed to CSBD must be calculated minus any scholarships or other financial aid available and awarded to the participants/student.
- 7. Upon final payment to Contractor of amounts due at the end of each program year under this Contract, less any credits, refunds, or rebates due to CSBD, Contractor hereby releases and discharges CSBD from any financial claims arising from this Contract for that program year. To be entitled to payment, invoices must be received from Contractor within forty-five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited

and CSBD will not honor any requests submitted after the aforesaid time period.

8. Contractor's prices may change from the time of their approval for inclusion on the ITA List. Course tuition charges set by the Florida Legislature and signed into law shall be effective in accordance with the timeframes set by the statute and upon approval of the Contractor Board of Trustees. Contractor agrees to maintain the price proposed for certificate courses at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. Adjustments to tuition or price schedules for private proprietary institutions must be submitted in May of each year to be effective July 1 through June 30 of the following program year period. Reimbursements for tuition and fee schedule adjustments will be limited to the cap set for ITA scholarships by the CSBD governing boards.
9. Public institutions shall be reimbursed on a semester basis and in accordance with their change/drop schedules.
10. Private not-for-profit or private for-profit institutions, shall be reimbursed monthly by dividing the tuition or costs / total # months needed to obtain the credential or certificate up to the amount of the ITA awarded the participant. CSBD shall not be responsible for reimbursement of tuition for any month in which participant(s) is not in attendance for a minimum of ten (10) class days.
 - a. For withdrawals after the first ten (10) class days of the month, CSBD shall be responsible for the monthly payment through that month only; after which, CSBD shall not be responsible for any unpaid portion of the tuition applicable to the individual who has dropped out or withdrawn.
 - b. Contractor shall return all refunds or credits to CSBD within forty-five (45) business days of receipt or credit respectively, with sufficient information to identify the cause of that refund or credit.
 - c. Contractor agrees to provide CSBD with student attendance data with each invoice submitted for payment

C. THE CONTRACT DOCUMENTS

1. The following documents are incorporated by reference into this Contract as if fully set forth herein:
 - a. Contractor's approved application to CSBD to be included on the ETPL and each course/program application approved by the NCFWDB.
 - b. The Contractor Catalog which is on file with Contractor and a copy of which has been provided to CSBD or which is posted on Contractor's website at the time approval of Contractor's courses/programs by the NCFWDB.
 - c. The original signed Training Voucher(s).
 - d. CareerSource Florida Administrative Policy 90

<https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance->

[papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9](#)

- e. Certification regarding Debarment and Suspension.
 - f. Drug Free Workplace Form.
 - g. Lobbying Certification.
 - h. Assurances and Certifications.
 - i. The State of Florida Data Sharing Contract (Non-Disclosure and Confidentiality Contract)
 - j. Certification Regarding Environmental Tobacco Smoke
 - k. A Copy of the licenses/approvals from the Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the CSBD governing Boards designated as necessary to meet licensing and accreditation criteria in order for Contractor to be included on the CSBD ETPL.
 - l. Accreditation Information.
2. Any conflicts between the contract documents shall be resolved in this order:
 - a. The Contract Provisions.
 - b. The Training Voucher.
 - c. The Contractor Catalog submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.
 3. This Contract shall not be considered fully executed and participants shall not be referred until all the documents necessary to complete the Contract file are provided, including but not limited to resolutions, if required, identifying the signor, or completed Execution pages with the proper signors, the correct legal name of the entity, and signed attachments as applicable.

D. TERMINATION, SUSPENSION AND FAILURE TO PERFORM

1. Either party may terminate this Contract for convenience upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Contract or such shorter period as may be mutually agreed to by the parties. In such event, Contractor shall be entitled to receive payments for tuition or fees in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. CSBD shall not be liable for any tuition, fees, or costs after the effective date of termination.
2. CSBD may immediately terminate this Contract in the event of the de-obligation or cancellation of the grants providing the funding to support the activities under this Contract.

3. CSBD may terminate this Contract or remove a course of study from the list of approved courses for the award of an ITA, as applicable, at any time that the CSBD Chief Executive Officer determines that any of the following has occurred:
 - a. Contractor has failed to provide the program of study approved for funding by the CSBD governing boards.
 - b. Contractor has failed to comply with PELL requirements as described in this Contract or Contractor loses its eligibility to receive PELL grants for its students or for a program of study approved for training by the NCFWDB.
 - c. Contractor changes the licensed location of its school as authorized by the Florida Department of Education.
 - d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education.
 - e. Contractor is charging CSBD participant/students a tuition of fee different from that offered to the general public for the same course of study.
 - f. Contractor's status as an ETP has been suspended or terminated by the Florida Department of Economic Opportunity or the REACH Office.
 - g. Contractor has reported inaccurate performance or demographic information to the state.
 - h. Contractor has violated CareerSource Florida Policy 90 which may be accessed at:

https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9

or as may be amended by REACH Office.
 - i. Engaged in fraud, criminal acts, incapacity, unfitness, neglect, incompetence, irresponsibility, offered unlawful remuneration to attract participants, misfeasance, malfeasance, nonfeasance or lack of performance.
 - j. Contractor has failed to take corrective action:
 - i. Regarding a student Complaint. In the event of a student/participant complaint if it relates to Contractor, Contractor shall address the complaint in accordance with its internal processes.
 - ii. Regarding a monitoring or audit finding related to fiscal issues and after notification contractor has not complied with an agreed to corrective action plan.
 - k. Contractor's school and/or course of study have had its accreditation suspended or lost its accreditation.
 - l. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ETPL.

- m. Contractor has not met the required performance as described herein.
 - n. There have been no enrollments into Contractor's courses of study for any twelve (12) month period.
 - o. Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.
4. Termination for any of the reasons cited in paragraph 3 immediately above may result in suspension of the course or Contractor from being included on the EPTL for a period of two (2) years after which Contractor may reapply for initial eligibility in accordance with 20 CFR 680.450 - 460.
5. If Contractor's eligibility to serve as an ETP is terminated or referrals to a course of study or program is suspended or terminated, CSBD shall not be obligated to reimburse Contractor for Training Vouchers issued following notice of termination of eligibility or suspension as applicable.
6. Suspension.
- a. CSBD may suspend this Contract or referrals into a course of study/program for any of the reasons listed in paragraph 3 above.
 - b. CSBD may suspend referrals to a course of study if Contractor delays the start date of training by more than five (5) business days.
 - c. CSBD may suspend referrals to a course of study if it is not offered to the general public.
 - d. CSBD may suspend referrals to a course of study if the training program is for an occupation no longer considered to be in demand because it ceases to be on the State of Florida Targeted Occupations in Demand List for the local Region,
 - e. CSBD may suspend referrals to a program if the program of study is materially changed from the description provided in Contractor's application because additional hours have been added or there is an increase in tuition.
 - f. CSBD may suspend referrals to a program if CSBD deems the course of study or school to be detrimental to its participant/students.
7. Notices of termination or suspension shall be in writing in accordance with the Notice section under this Contract.

E. GENERAL REQUIREMENTS

1. Reports

- a. Contractor agrees to file course completion and placement information for CSBD students with the Florida Education and Training Placement Information Program

(FETPIP) Office of the State of Florida and to provide CSBD with copies of the FETPIP report annually or upon request.

- b. Contractor shall provide CSBD with tuition or program cost information provided to the general public.
- c. Contractor agrees to provide CSBD with such additional information as may be required by the State of Florida including but not limited to
 - i. The names of the program participants who are in unsubsidized employment during the second quarter after exit from the program.
 - ii. The names of the program participants who are in unsubsidized employment during the fourth quarter after exit from the program
 - iii. The hourly wage of each of the program participants who are in unsubsidized employment during the second quarter after completing their course of study and exiting from the program;
 - iv. Evidence of participant/students' progress in their course of study in order for the participant/student to be issued a Training Voucher or for purposes of reporting performance to the State of Florida in accordance with a schedule to be provided by CSBD
- d. Contractor shall immediately notify CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.

2. Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training

- a. Contractor shall notify CSBD within five (5) business days of a participant's formal withdrawal, or absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
- b. Contractor agrees to notify CSBD when a participant successfully completes the training program into which they are enrolled and shall provide a copy or evidence of a participant/student's license, certificate, credential, diploma or degree, when obtained by CSBD participants, even if the participant/student has an outstanding balance with the Contractor. CSBD shall provide a FERPA or applicable release to be able to receive the information if required.

3. Maintenance of Records, Access and Monitoring

- a. Contractor shall keep copies of all records, accounts, and documents pertaining to this Contract or any Amendment hereto, including student information, for five (5) years following the expiration of this Contract.
- b. In the event of an audit or monitoring finding, claim, litigation, or other action involving this Contract or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

- c. Contractor agrees to allow authorized representatives of CSBD, the Florida Department of Economic Opportunity, the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor, (US DOL), or Health and Human Services (HHS) to monitor classes in which participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and review payments made under this Contract. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws").
- d. Contractor agrees to accept the properly executed FERPA form which designates with specificity the information the student wants disclosed to CSBD signed by students whose tuition is in whole or in part paid for by CSBD.

4. Notice

- a. All notices or communications required to be given by this Contract from one party to the other must be (i) given in writing, or transmitted by facsimile, and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, to the mailing address of each party as follows:

FOR CSBD:

To: CSBD President/CEO
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309
Fax: (954) 337-3255

FOR CONTRACTOR:

To: JUN ENTERPRISE LLC DBA RUBY'S ACADEMY FOR HEALTH
OCCUPATIONS
5950 West Oakland Park Blvd., 2nd Floor
Lauderhill, FL 33313
Attention: President
Fax: (954) 395-8143

- b. Notices shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed, provided that the sender has received a confirmation of such fax. A party may, for purposes of this Contract, change his, her or its address, fax number, or the person to whom a notice should be transmitted, by giving notice of such change to the other party pursuant to the above.

5. Force Majeure

- a. "Force Majeure" shall mean an event beyond the control of Contractor or CSBD, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
 - i An act of God, such as, but not limited to, hurricanes, earthquakes, drought, tidal waves and floods;

- ii Explosions and fire;
 - iii War, hostilities, whether war be declared or not, invasion, act of foreign enemies, mobilization, requisition, or embargo;
 - iv Strike, go slows, lock outs or disorder; and
 - v acts or threats of terrorism.
 - vi In the event of a Force Majeure
- b. Neither the Contractor nor CSBD shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the Effective Date.
- c. The "Affected Party," prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
- d. If Contractor is unable to hold classes or to register and enroll students, CSBD may direct to students to other schools or may advise them to wait until Contractor is operational depending upon what will best suit the needs of the student/participant.
- e. If participants have already submitted their Training Vouchers but have not yet attended class or are within the drop/add period Contractor shall return the fees and/or tuition paid within thirty (30) days of receipt of payment.
- f. If participants have attended class and are beyond the drop/add period Contractor and CSBD shall meet to determine the best course of action for the participant/students. This may include a pro rata partial refund of payments made on behalf of the participant/students.

6. Compliance with Applicable Laws and Regulations

- a. Contractor agrees to adhere to Workforce Innovation and Opportunity Act of 2014 P.L.113 -128 as it may be amended.
- b. Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-Contracts.
- c. Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD.
- d. When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as described in Attachment 3. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required; it may be obtained from CSBD. All disclosure forms required

by the Certification Regarding Lobbying form must be completed and returned to CSBD.

- e. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, Contractor certifies it is not presently nor previously within a three (3) year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor will provide assurances of compliance as certified in the Contract Attachment titled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.
- f. When applicable, the Contractor shall disclose all related party transactions.
- g. Contractor shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Contractor pertaining to any program funded by this agreement or amendment hereto, available to CSBD, the Comptroller, General of the United States, the federal government and / or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews, investigation, survey or examination, even though, the Contractor may at the time of the request no longer be operating programs for CSBD or be a Contractor of CSBD.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-202-3830, PUBLICRECORDS@CAREERSOURCEBROWARD.COM, 2890 W. CYPRESS CREEK ROAD, FORT LAUDERDALE, FL 33309.

- h. To the extent applicable Contractor shall comply with 2 CFR§ 200.216 Prohibition on Certain Telecommunications and video surveillance services or equipment.
- i. To the extent applicable Contractor shall comply with 2 CFR§ 200.300 Statutory and National Policy requirements.
- j. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.322 Domestic preferences for procurement.
- k. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.323 Procurement of recovered materials.

7. Indemnification

- a. If Contractor is a state agency, as defined in Chapter 768.28, Florida Statutes,

Contractor agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

- b. Contractors who are not public agencies agree they shall at all times hereafter indemnify, hold harmless and, at CSBD's option, defend or pay for an attorney selected by the CSBD General Counsel to defend CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, 1) related to, arising from, or as a result of this Contract; or 2) caused by a negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from or related this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to special fees, markups or interest payments on the part of CSBD

8. Governing Law and Venue

- a. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal issues arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts in Broward County, Florida the venue situs.
- b. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.
- c. Contractor Obligation to Adhere to Public Entity Crimes Policy. Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this

section shall result in termination of this Contract and recovery of all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD competitive procurement activities

Contractor represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity crime) and that it has not been formally charged with committing an act defined as a (public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

- d. Compliance with E-Verify. Contractor agrees to comply with Florida Statutes 448.095 and shall:
 - i Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,
 - ii Not employ, contract with, or subcontract with an unauthorized alien
 - iii Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.
 - e. Compliance with Equal Employment and Discrimination Laws. Contractor agrees to adhere to the following equal employment laws as applicable to Contractor:
 - i Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
 - ii The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
 - iii Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended
 - iv Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended,
 - v Applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)
 - vi WIOA Non-Discrimination Requirements 29 CFR part 37 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.
9. Amendments
- a. This constitutes the entire Contract between the parties. Any modification or addition hereto shall not become binding on either party until accepted by both parties, reduced to writing and attached hereto as an Amendment to this Contract.
 - b. The parties further agree that this Contract may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.
10. Assignment. Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Contract without prior written approval of CSBD.

11. **Prior Contracts.** This document incorporates and includes, all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, Contracts, understandings concerning the subject matter of this Contract, that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and CSBD.
12. **Independent Contractor.** The parties understand and agree that they are independent contractors and no provisions of this Contract shall be construed as creating an agency or employment relationship between the parties and their employees, agents, subcontractors or assigns.
13. **Headings.** The headings of the sections of this Contract are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

14. **Term**

- a. This Contract shall begin on the date it is executed by all the parties and shall terminate on June 30, 2026 unless:
 - i. Contractor's status as an initial ETP is terminated in the year following their approval as an ETP in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity; or
 - ii. Contractor's status for subsequent eligibility as an ETP is terminated or expires in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity;
 - iii. Contractor fails to reapply for subsequent ETP status three (3) months prior to June 30, of the program year in which their eligibility status must be redetermined, in which case there will be no referrals to Contractor until their "continuing eligibility" as an ETP has been approved by the Florida Department of Economic Opportunity or REACH Office.
- b. CSBD reserves the right to continue participants referred by CSBD to Contractor until their training is complete or to transfer the participants and be relieved of its obligation to Contractor for payments beyond the termination date if this Contract is terminated because: Contractor has lost their eligibility status as an ETP for any reason.

15. **Execution**

This Contract and any attachment, exhibit or amendment, ("the Documents") related to this Agreement required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. The Parties agree that any Electronic Signature shall be valid and binding on each of the Parties to the same extent as a manual, original signature, and enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any of the Documents may be executed in as many counterparts as necessary or convenient,

including both paper and electronic counterparts, but all such counterparts are one and the same Document.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: JUN ENTERPRISE LLC DBA RUBY'S ACADEMY FOR HEALTH OCCUPATIONS signing by and through its (Title of Signatory) Director on the 5th day of July, 2023 and CareerSource Broward Florida signing by and through its President/CEO.

AS TO JUN ENTERPRISE LLC DBA RUBY'S ACADEMY FOR HEALTH OCCUPATIONS:

ATTEST: endya horne L.S.

[Signature] L.S.

BY: [Signature]

(Signature)

Print Name: Carolyn Sutton

TITLE: Director

DATE: 07/05/2023

AS TO CAREERSOURCE BROWARD:

ATTEST:

Michelle Baldis L.S.

Moya Brathwaite L.S.

BY: Carol Hylton

(Signature)

Print Name: Carol Hylton

TITLE: President/CEO

DATE: 07/05/2023

Approved as to form by the CareerSource Broward

Rochelle J. Daniels

General Counsel

2890 West Cypress Creek Road

Fort Lauderdale, FL 33309

BY: [Signature]

Rochelle J. Daniels


General Counsel

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



07/05/2023

Signature

Date

Carolyn Sutton

Director

Print Name and Title of Authorized Representative

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.



07/05/2023

Signature

Date

Carolyn Sutton

Print Name

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants. and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name. if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
- (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier Sub awards

1. Type of Federal Action

2. Status of Federal Action:

10. a. Name and Address of Lobbying Entity

b. Individuals Performing Services (including address if different from No. 10a.)

(If individual, last name, first name, MI)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply):
_____ actual _____ planned _____

13. Types of Payment (check all that apply):

12. Form of Payment (check all that apply):

- a. cash
- b. In-kind, specify: nature _____ value _____

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify: _____

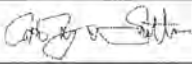
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.²

Signature 
 Print Name Carolyn Sutton
 Title Director
 Telephone Number 954-584-1970 Date 07/05/2023

² Approved by OMB 0348-0046

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the 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 agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) 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 agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

JUN Enterprise LLC	ETP
Grantee/Contractor/Organization	Program/Title
Carolyn Sutton	07/05/2023
Name of Certifying Official Print Name and Sign	Date

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified

by identified by the DOL as of September 30, 2020 at: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>.

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do no come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any

institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

l. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (vwww.fvvs.Rov/officesl).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities: and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension

b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminate if Contractor

- 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or

2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse

must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09)

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7)

cc. Copeland "Anti-Kickback" Act (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. 1352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grant the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

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

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource Broward and Contractor.

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of the Department for Economic Opportunity (hereinafter, DEO) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Investment Act (WIA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Contractor, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Contractor is aware that there is a DEO Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.

C. Contractor, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Contractor must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Contractor's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Agreement to CareerSource Broward.

D. Contractor shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Contractor will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Contractor will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit D. These forms shall be submitted to CareerSource Broward. Contractor shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer in need of system access so that

CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

F. Contractor agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Contractor, subcontractors and their employees may obtain access to information that is otherwise confidential; however, that access does not alter the confidential nature of the information. It is incumbent upon Contractor, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the DEO Intranet.

V. Indemnity:

Contractor is an independent contractor and shall carry out, exercise and execute its duties under this Agreement as an independent contractor. In discharging said duties and responsibilities, Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. Contractor agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

This Agreement may be terminated upon failure of either party to abide by the terms of the Agreement or for the convenience of the parties, within thirty (30) days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of Agreement:

This Agreement will be in effect upon the last date of the signature of all parties.


SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Contractor

Name of Contractor:

Name of President or Officer: Carolyn Sutton


(Signature) 

(Title) President or Officer

(Date) 07/05/2023

ACCEPTED BY CareerSource Broward:

Name of President/CEO: CAROL HYLTON

(Signature) 

(Title) President/CEO

(Date) 07/05/2023

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.



07/05/2023

Signature and Date

Carolyn Sutton

Printed Name

Director

Title

JUN Enterprise LLC

Organization

SIGNATURE CERTIFICATE



REFERENCE NUMBER

58430DC8-B992-4995-A5D3-25FBE75D8851

TRANSACTION DETAILS

Reference Number
58430DC8-B992-4995-A5D3-25FBE75D8851

Transaction Type
Signature Request

Sent At
07/05/2023 14:26 EDT

Executed At
07/05/2023 15:50 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
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Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Ruby S Academy-Agreement No 2023-2026-Etp-11252

Filename
ruby_s_academy-agreement_no_2023-2026-etp-11252.pdf

Pages
39 pages

Content Type
application/pdf

File Size
250 KB

Original Checksum
3484f359dbd798b070c9f92cda231256da0010e1c30f17408cb14183151c57f6

SIGNERS

SIGNER

Name
Christian Cogle

Email
coglechristian@gmail.com

Signer Sequence
2

Components
1

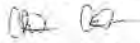
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IP Address
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Device
Mobile Safari via iOS

Drawn Signature


Signature Reference ID
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Signature Biometric Count
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EVENTS

Viewed At
07/05/2023 15:49 EDT

Identity Authenticated At
07/05/2023 15:50 EDT

Signed At
07/05/2023 15:50 EDT

Name
Endya Horne

Email
ehorne70@gmail.com

Signer Sequence
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Components
1

Status
signed

Multi-factor Digital Fingerprint Checksum
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IP Address
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Signature Reference ID
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07/05/2023 15:46 EDT

Identity Authenticated At
07/05/2023 15:47 EDT

Signed At
07/05/2023 15:47 EDT

SIGNER**Name**

Carolyn Sutton

Email

csutton@rubysacademyhealth.com

Signer Sequence

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Components

31

E-SIGNATURE**Status**

signed

Multi-factor Digital Fingerprint Checksum


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Signature Biometric Count

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07/05/2023 14:35 EDT

Signed At

07/05/2023 14:35 EDT

AUDITS**TIMESTAMP**

07/05/2023 14:26 EDT

07/05/2023 14:26 EDT

07/05/2023 14:28 EDT

07/05/2023 14:35 EDT

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07/05/2023 15:50 EDT

07/05/2023 15:50 EDT

AUDIT

Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'ruby_s_academy-agreement_no_2023-2026-etp-11252.pdf' on Chrome via Windows from 67.23.70.69.

Carolyn Sutton (csutton@rubysacademyhealth.com) was emailed a link to sign.

Carolyn Sutton (csutton@rubysacademyhealth.com) viewed the document on Chrome via Windows from 75.144.101.158.

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Christian Cogle (coglechristian@gmail.com) was emailed a link to sign.


Christian Cogle (coglechristian@gmail.com) viewed the document on Mobile Safari via iOS from 71.57.189.22.

Christian Cogle (coglechristian@gmail.com) viewed the document on Mobile Safari via iOS from 71.57.189.22.

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Christian Cogle (coglechristian@gmail.com) signed the document on Mobile Safari via iOS from 71.57.189.22.

SIGNATURE CERTIFICATE



REFERENCE NUMBER
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TRANSACTION DETAILS

Reference Number
877B8ADF-2BF0-4D12-AD20-3E643EBD4F86

Transaction Type
Signature Request

Sent At
07/05/2023 17:05 EDT

Executed At
07/06/2023 08:50 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
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Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Pe-Ruby S Academy-Agreement No 2023-2026-Etp-11252-Signed-Certificate

Filename
pe-ruby_s_academy-agreement_no_2023-2026-etp-11252-signed-certificate.pdf

Pages
41 pages

Content Type
application/pdf

File Size
404 KB

Original Checksum
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SIGNERS

SIGNER

Name
Moya Brathwaite

Email
mbrathwaite@careersourcebroward.com

Signer Sequence
2

Components
1

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
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Device
Chrome via Windows

Typed Signature
Moya Brathwaite

Signature Reference ID
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EVENTS

Viewed At
07/06/2023 08:49 EDT

Identity Authenticated At
07/06/2023 08:50 EDT

Signed At
07/06/2023 08:50 EDT

Name

Michele Baldis

Email
mbaldis@careersourcebroward.com

Signer Sequence
1

Components
1

Status

signed

Multi-factor Digital Fingerprint Checksum
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IP Address
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Device
Mobile Safari via iOS

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Signature Reference ID
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Viewed At

07/06/2023 06:01 EDT

Identity Authenticated At
07/06/2023 06:02 EDT

Signed At
07/06/2023 06:02 EDT

SIGNER

Name
Carol Hylton
Email
chylton@careersourcebroward.com
Signer Sequence
0
Components
4

E-SIGNATURE

Status
signed
Multi-factor Digital Fingerprint Checksum
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Device
Mobile Safari via iOS
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EVENTS

Viewed At
07/05/2023 17:19 EDT
Identify Authenticated At
07/05/2023 17:19 EDT
Signed At
07/05/2023 17:19 EDT

AUDITS**TIMESTAMP**

07/05/2023 17:05 EDT
07/05/2023 17:05 EDT
07/05/2023 17:19 EDT
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AUDIT

Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'pe-ruby_s_academy-agreement_no_2023-2026-etp-11252-signed-certificate.pdf' on Chrome via Windows from 67.23.70.69.
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Michele Baldis (mbaldis@careersourcebroward.com) was emailed a link to sign.
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Moya Brathwaite (mbrathwaite@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA



2024-08-21	Regular School Board Meeting
CATEGORY:	FF. Financial Management
DEPARTMENT:	Grants Administration

Agenda Item Number:	FF-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:	CareerSource Broward In-School Youth Program Sub-Grant Agreement
REQUESTED ACTION:	Approve the Agreement between The School Board of Broward County, Florida and CareerSource Broward. District-wide.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

Executive Summary
Agreement

FINANCIAL IMPACT:

The potential positive financial impact is \$200,000. The source of funds is CareerSource Broward. There is no additional financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

College and Career Readiness/Acceleration	OR	Business Operations
---	----	---------------------

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name: Erum Motiwala	Phone: 754-321-1990
Name: Dr. Angela R. Fulton	Phone: 754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Erum I. Motiwala, Chief Financial Officer

Signature

Erum I. Motiwala, Chief Financial Officer

Approved in
Open Board
Meeting On: August 21, 2024

By: *Lois Aladeff*
School Board Chair

Electronic Signature
Form S4189 Revised 7/24
HH/JJS

SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-ISKY-2335

(PROGRAM YEAR 2024 – 2025)

BETWEEN

CAREERSOURCE BROWARD

AND

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

UNIQUE ENTITY ID#	HN1YXDE1L556
FEDERAL AWARD IDENTIFICATION / FAIN#	23A55AY000003
FEDERAL AWARD DATE	4/1/2023
TOTAL FEDERAL AWARD	\$2,324,084
FEDERAL AWARDDING AGENCY	USDOL
CFDA#	17.259
PASS THROUGH ENTITY	Florida Department of Commerce
CONTRACT OFFICER	Carol Hylton
CONTACT INFORMATION	2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309

This Workforce Innovation and Opportunity Act Sub-Grant Agreement is fully supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$2,324,084. Pursuant to the Steven's Amendment 100% of the funds support this program are federal funds.

THIS SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-ISY-2335, which was entered into the _____ day of _____, 2024 by and between CAREERSOURCE BROWARD hereinafter referred to as "CSBD", the administrative entity and fiscal agent for the CareerSource Broward Council of Elected Officials (hereinafter "Council") and the Broward Workforce Development Board, Inc., (hereinafter "BWDB") having its principal office at 2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309 and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA hereinafter referred to as "SUB-GRANTEE", existing under and by virtue of the laws of the State of Florida as a public body politic, having its principal office at 600 S.E. Third Avenue, Fort Lauderdale, FL 33301, to begin on the date this Agreement is executed by the parties and to terminate June 30, 2025.

RECITALS

WHEREAS, Broward County has been designated as a local workforce development area and CSBD is sub-grant recipient and the administrative entity for local workforce development area; and

WHEREAS, CSBD issued a Request for Proposal (RFP) in January 2024 seeking service providers for in-school youth under the Workforce Innovation and Opportunity Act of 2014 (WIOA 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128); and

WHEREAS, SUB-GRANTEE responded to the RFP and was recommended for funding by the BWDB Youth Committee; and

WHEREAS, at their meeting on April 25, 2024, the CSBD governing boards approved an award of funds to SUB-GRANTEE to serve In-School Youth.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

ARTICLE 1

AGREEMENT PURPOSE

1.1 Purpose

It is the purpose of this Sub-Grant Agreement to state the covenants and conditions under which the Sub-Grantee will implement and provide workforce development services, as shall be described herein.

ARTICLE 2

DEFINITIONS

In addition to the definitions set forth in the Workforce Innovations and Opportunity Act of 2014, Public Law 113-128 (29 U.S.C. Sec. 3101 et seq., or as it may be amended, the Regulations promulgated there-under at 20 CFR 603 et seq. and 20 CFR Part 676 et seq., the Personal Responsibility and Work Opportunity Reconciliation Act 42 U.S.C. 601 et seq. and the Regulations promulgated there-under at 45 CFR Part 260, et al., and the Acts and regulations applicable to such other grant funding streams as are identified in this agreement and Sub-Grantee's budget attached hereto as Exhibit A, the following definitions are applicable to the program operated by the Sub-Grantee and to the terms and conditions of this Sub-grant Agreement and any amendments hereto.

2.1 Academic Credit

Credit for education, training or work experience, applicable toward a secondary school diploma, a post-secondary degree, or an accredited certification of completion, consistent with applicable state law, regulations and policy, and the requirements of an accredited educational agency or institution.

2.2 Administrative Costs

All indirect and direct costs associated with the management of the programs funded by this Sub-grant Agreement. They are costs, which do not directly and immediately benefit participants but are necessary for effective delivery of direct participant benefits. These costs are generally identified with supervision, management, fiscal and record keeping systems and are defined in accordance with the regulations governing the funding streams made available to the Sub-Grantee.

2.3 Allowable Costs

Those costs, which are necessary, reasonable and allowable under applicable federal, state and local law, for the proper administration and performance of the services to be provided under this Sub-grant Agreement. In general, allowable costs are defined by 2 CFR §200.420 – §200.475

2.4 Amendment

A modification to this Sub-grant Agreement duly executed by the parties.

2.5 Apprenticeship Program

An officially authorized plan which sets forth the terms and conditions for the qualification, recruitment, selection, employment and training of apprentices.

2.6 Assessment

The process whereby applicants are interviewed to determine their employability, motivation, aptitude, abilities and interests in order to develop an individual service strategy for the attainment of the participant's career goals. Testing and counseling are a part of the assessment process.

2.7 Audit

A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Sub-Grantee's financial operations are being properly conducted, financial reports are being presented fairly and the organization is in compliance with applicable laws and regulations. All Sub-Grantees including commercial organizations pursuant to 20 CFR 200(b)(2)(ii) must submit an audit of the program funded under this Sub-grant Agreement as is further delineated herein. For purposes of this Sub-grant Agreement an Audit shall mean an audit conducted in accordance with 2 CFR 200 Subpart F (§200.500-§200.521)

2.8 Barriers to Employment

Characteristics which hinder an individual's ability to participate in the labor market.

2.9 Basic Skills Deficient

With respect to an individual:

(a) who is a youth, whose English reading, writing, or computing skills are at or below the 8th grade level based upon their score on a generally accepted standardized test; or

(b) who is a youth or adult, who is unable to compute or solve problems, read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

2.10 Broward Workforce Development Board, Inc.

The local workforce development board, which is also referred to as the BWDB, a 501 (c)(3) organization.

2.11 Case Management

Is a client-centered approach in the provision of services to assure they are aligned with an individual's assessment and follows the individual's service strategy or employment plan as agreed to with the individual to ensure access to the workforce activities and supportive services, needed for the individual to succeed.

2.12 Certificate

A certificate awarded in recognition of an individual's attainment of technical or occupational skills by: (1) A state educational agency or a state agency responsible for administering vocational and technical education within a state, (2) an institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community colleges, proprietary schools, and all other institutions of higher education that are eligible to participate in federal student financial aid programs, (3) a professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g., Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities, (4) a registered apprenticeship program, (5) a public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an occupation or profession (e.g., FAA aviation mechanic certification, state certified asbestos inspector), (6) a program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons, and (7) institutions of higher education, which are formally controlled, or has been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes. Certificates awarded by workforce investment boards or their providers are not included in this definition. Work readiness certificates for employability skills training, success seminars or similar training are also not included in this definition.

2.13 Classroom Training

Training conducted in an institutional setting designed to provide individuals with the technical skills and information required to perform a specific job or group of jobs.

2.14 The Code of Federal Regulations

Also referred to as CFR. It is where regulations applicable to a federal grant program can be found. Regulations are also published in the Federal Register.

2.15 Commercial Organization

A private-for-profit entity.

2.16 Cost Allocation Plan

A plan, which identifies and distributes the cost of services provided by support staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category.

2.17 Cost Reimbursement Sub-Grant Agreement

This is a contract format, which provides for the reimbursement of all allowable costs, which have been identified and approved in the contract budget. It requires that the Sub-Grantee maintain the documentation necessary to support the cost. This contract is a cost reimbursement contract.

2.18 Countable Work Activity

For mandatory WTP participants, a work activity that satisfies the work requirement necessary to be included in the calculation of participation in a WTP program.

2.19 Credential

A nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates. Includes all state education agency recognized credentials.

2.20 Demand Occupation

This is an occupational area, which has been designated as in high demand in the Broward County labor market area.

2.21 Department of Children and Families

Also referred to as DCF.

2.22 Dislocated Worker

In accordance with the WIOA this is an individual who:

- (A) (i) has been terminated or laid off, or who has received a notice of termination or layoff, from employment

- (ii) (1) is eligible for or has exhausted entitlement to unemployment compensation; or
 - (2) has been employed for a duration sufficient, as determined by CSBD to demonstrate, an attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a state unemployment compensation law; and
- (iii) is unlikely to return to a previous industry or occupation;
- (B) (i) has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise;
 - (ii) is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or
 - (iii) for purposes of eligibility to receive services, other than career services, training or support is employed at a facility at which the employer has made a general announcement that such facility will close;
- (C) was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters; or
- (D) is a displaced homemaker as defined in the WIOA.
- (E) (i) is the spouse of a member of the Armed Forces on active duty (as defined in section 101(d)(1) of title 10, United States Code), and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or
 - (ii) is the spouse of a member of the Armed Forces on active duty and who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

2.23 D.O.T. Codes

The nine-digit Dictionary of Occupational Titles code for a job or occupational title.

2.24 Eligible or Eligibility

Refers to an individual's status in relation to their ability to participate in a grant program.

2.25 Eligible Training Providers List (ETPL)

This is a list of approved training institutions compiled pursuant to WIOA requirements approved by the CSBD governing boards which institutions may provide training to a CSBD participant.

2.26 EmployFlorida

Also referred to as EF it is the Florida Commerce management information and data system.

2.27 Excess Revenue

This refers to revenues in excess of actual costs. All governmental and not-for-profit entities must report and return any excess revenue earned as a result of providing the services and activities under this Agreement.

2.28 Exit

A term which refers to an individual who is no longer considered a program participant and is reported in the State's information system as an individual who has "exited" from the program in which they were enrolled. Although considered "exited" if the participant is a youth they may still be receiving support and/or follow up services.

2.29 FloridaCommerce

The State of Florida Department of Commerce formerly the Department of Economic Opportunity or "DEO."

2.30 Funding Stream

The term funding stream as used herein refers to the State and/or federal grants under which a program or activity is funded. Different funding streams are governed by varying pieces of legislation, statutes and regulations. The grants which comprise the funding streams applicable to this Sub-grant Agreement are identified in the budget attached hereto as Exhibits A. Sub-Grantee must comply with the federal and state requirements of each funding stream identified in their budget when executing their duties and responsibilities under this Sub-grant Agreement.

2.31 Governor

The Chief Executive Officer of the State of Florida.

2.32 Individual Service Strategy (ISS)

An individual plan for a participant which includes an employment goal, achievement objectives, and the appropriate combination of services determined during the individual's objective assessment. The ISS includes the training and employability development plans for a participant.

2.33 Individual Training Account (ITA)

An amount set aside to pay for an individual to be able to attend occupational skills training provided by an ETP.

2.34 Industry Based Training

Also referred to as customized training. It is training designed to meet the special requirements of an employer or a group of employers and is conducted with a commitment by the employer to employ an individual upon successful completion of the training; and for which the employer pays a percentage of the cost of the training.

2.35 In School Youth

An individual who is in secondary school and is between the ages of 14 – 21 or in post-secondary school at the time of their application for WIOA services, who has not yet reached the age of 22, and who meets WIOA eligibility criteria.

2.36 Low Income Individual

An individual who:

A. Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance; or

B. Is in a family with total family income that does not exceed the higher of:

a. The poverty line; or

- b. 70 percent of the lower living standard income level, or
- c. Is a homeless individual as per the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), or a homeless child or youth (as per the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2))); or
- d. For purposes of in-school youth programs receives or is eligible to receive a free or reduced-price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.); or
- e. Is a foster child on behalf of whom State or local government payments are made; or
- f. Is an individual with a disability whose own income meets the income requirement of i or ii above, but who is a member of a family whose income does not meet this requirement.

2.37 Lower Living Standard Income Level

Is the income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget.

2.38 Occupational Training

Training defined by using the first three digits of the Dictionary of Occupational Titles (DOT) code or a five-digit code as defined by the OES.

2.39 Offender

An adult or juvenile who is or has been subject to any stage of the criminal justice process, or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

2.40 OJT

On-the-Job-Training. All OJT is subject to the CSBD policies governing OJT.

2.41 Out of School Youth (OSY)

An individual eligible for WIOA services, who is 16 years of age or older who has not yet reached their 24th birthday and is not attending secondary or post-secondary school and has not attended secondary or post-secondary school for the semester immediately prior to their seeking enrollment into WIOA as an OSY.

Youth enrolled in an alternative education or GED program at the time of application for WIOA services are considered to be OSY. Youth enrolled in drop out recovery are considered to be in-school youth for purposes of WIOA.

2.42 Participant

An individual who has been determined eligible for receipt of the services to be provided under this Sub-grant Agreement.

2.43 Personal Responsibility and Work Opportunity Reconciliation Act

The Personal Responsibility and Work Opportunity Reconciliation Act shall be referred to as the PRWOR 42 U.S.C. 601 et seq. (PRWOR). In Florida, the PRWOR is enacted through the Workforce Innovation Act, Chapter 445 of the Florida Statutes and is referred to as the Welfare Transition Program or "WTP".

2.44 PELL Grant

Federal education grants targeted to assist low-income individuals. Entities, which are PELL eligible, must coordinate PELL assistance with WIOA funds. For ISY enrolled in training, PELL funds must be used before applying for WIOA assisted training.

2.45 Post-Secondary Institution

An institution as defined in the Higher Education Act of 1965.

2.46 Pre-Test and Post Test

Written evaluative instruments, which measure a participant's skill level at entry into and at completion of training.

2.47 Profit

An amount in excess of the cost necessary to operate a program. Profit is allowable under a cost reimbursement Sub-grant Agreement to the extent it is reasonable as determined during contract negotiations. It includes that amount which is associated with proprietary materials included in the cost of the program. Profit may be allocated among the cost categories. Profit may only be earned by private-for-profit organizations.

2.48 Program

The activities and services to be provided by Sub-Grantee under and pursuant to this Sub-grant Agreement.

2.49 Program Costs

Personnel and non-personnel costs related to the provision of services to participants under a WIOA funded contract. Costs include the salaries, fringe benefits, equipment, supplies, space, staff training, transportation and other related costs of personnel providing training, component supervisors, coordinators, clerical staff working on direct training activities or functions, instructional materials and equipment used by or for participants, classroom training space, utility costs, insurance, commercially available training packages, tuition, and OJT reimbursements.

2.50 Program Year

The program year is July 1 to June 30.

2.51 Program Income

Interest earned on any advances under this Sub-grant Agreement or income generated by a contract funded by WIOA as a result of the use or fees charged for the rental of real or personal property, or fees for services performed or conferences, or the sale of commodities or items developed with contract funds, or from the participants' activities under the contract except for OJT or revenue in excess of costs earned by organizations other than commercial organizations.

2.52 Retention

The period an individual remains in an unsubsidized job following job placement or in the case of a WIOA youth, the period the youth remains in a job, the military, post-secondary school or advanced training following exit from the program. The calculation for determining whether the retention period has been met is dictated by the performance measure calculation provided by the state or the federal agency with oversight over the funding stream under which the participant is being served.

2.53 Service Provider

This is the sub-recipient, sub-grant recipient, Sub-Grantee, provider or contractor.

2.54 Slot

A training or employment position, which one or several participants may occupy at different times within the same contract period.

2.55 Stand In Costs

Costs paid from non-federal sources, which may be used to stand in for a disallowed cost as a result of a monitoring or audit finding of a disallowed cost. To be considered stand-in costs must be reported as uncharged program costs and must have been allowable under the grant regulations for the program under which they are proposed to stand-in. They are subject to verification through audit. In order to use in kind costs to stand in for a disallowed cost, State of Florida and federal oversight agency approval must be obtained.

2.56 Sub-Grantee

The School Board of Broward County, Florida.

2.57 Support

Personnel and non-personnel costs for services such as transportation, childcare, dependent care, housing, and needs-related payments related to the provision of support services to participants necessary for the participant to take part in an activity funded under this Sub-grant Agreement. The various funding streams under which an individual may be served may limit support.

2.58 Tuition

Charges for education provided by an institution of higher education as defined by the Higher Education Act of 1965 Section 1201(a), or a proprietary institution of higher education, as defined by the Higher Education Act of 1965 Section 481(b), that are not more than the charges for such training made available to the general public.

2.59 The United States Department of Labor

Also referred to as DOL or USDOL.

2.60 The Workforce Innovation and Opportunity Act of 2014

Also referred to as WIOA, 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128.

2.61 Work Activity Plan

A plan, which details when specific elements of performance will be achieved by the Sub-Grantee and/or attained by a participant during training. If required and attached as an Exhibit, the work activity plan is an integral part of the contract budget and non-compliance with negotiated time frames and performance levels may result in a determination of non-performance under an agreement.

2.62 Work Experience

A short term or part time work assignment in order to provide a participant with good work habits and basic work requirement skills. The Participant's ISS should identify the length of time which should be justified by the hours needed to provide the training. The work experience must be contextual to the training. For WIOA work experience may be at a for-profit or a private-not-for-profit or governmental entity site. For WTP, work experience is done through community service and may only be at a private-not-for-profit or governmental site.

END OF ARTICLE 2

ARTICLE 3

FISCAL MANAGEMENT

3.1 General Terms

3.1.1 Funding Independent from Consortium Members.

It is agreed that all funds made available to Sub-Grantee are funds granted to CSBD from the State of Florida under WIOA or other state and federal grants and are not from funding sources of any member of the Council or BWDB.

3.1.2 Compliance with Federal and State Requirements

The Sub-Grantee agrees to implement this Sub-grant Agreement in accordance with the federal, state and local laws, regulations, policies, and procedures applicable to the funding streams identified in Sub-Grantee's budget. Sub-Grantee understands that nothing in this Sub-grant Agreement will relieve Sub-Grantee from adherence to applicable federal, state, and local laws and regulations. Any conflict or inconsistency between the above and this Sub-grant Agreement will be resolved in favor of those laws, regulations, policies, and procedures.

Allowability and allocation of costs to the cost categories shall be governed by 2 CFR 200 et. seq., the federal regulations governing federal funding streams, FloridaCommerce, CSBD policies, and the budget attached to this Sub-grant Agreement as Exhibit A. Any conflict or inconsistency between the above and this Sub-grant Agreement will be resolved in favor of those laws, regulations, policies and procedures. This section shall be construed to allow for CSBD to impose restrictions more limiting than those required by said laws, regulations, policies and regulations.

3.2 Compensation

3.2.1 Total Compensation

- a. The compensation awarded for the in-school youth program funded under this sub-grant agreement shall be Two Hundred Thousand, Dollars and zero cents (\$200,000.00), for the period July 1, 2024, through June 30, 2025 in accordance with the budget attached hereto as Exhibit A.
- b. Any funds not expended for the period July 1 through June 30, of each program year during which this Sub-grant Agreement is in effect may

not be used to support the programs funded under any amendment extending this Sub-grant Agreement for a successive program year.

- c. If Sub-Grantee is a commercial organization and has included profit as a part of a line-item budget, Sub-Grantee shall not be entitled to be paid for that line item until all goods and/or services under this Sub-Grant Agreement have been received. This clause is subject to any additional limitations contained in this Sub-Grant Agreement.

3.2.2 Payments Limited to the Program and Cost Reimbursement Budget

- a. Funds will be made available to Sub-Grantee on a cost reimbursement basis for allowable costs as defined by federal, state and local laws and guidelines and in accordance with the line-item budget limitations within each cost category of the budget attached hereto as Exhibit A.
- b. Funds awarded under this Sub-Grant Agreement or an amendment to this Sub-grant Agreement shall also be limited to:
 - i. The operation of the program described and in accordance with the terms and conditions set forth herein; and
 - ii. The period for performance as stipulated in the introductory clause of this Sub-grant Agreement or as it may be amended.
 - iii. The terms and conditions of this Sub-grant Agreement, including the supporting detail and positions approved in the budget attached to this Sub-grant Agreement as Exhibits A. Line items not described in Exhibit A will not be subject to reimbursement, this includes but is not limited to the specific costs related to supplies, materials, printing, equipment, increases or changes to staffing, wages and/or fringe benefits, bonuses, incentive payments, or mileage in excess of the CSBD mileage reimbursement policy or as approved by CSBD.

3.3 Fiscal Controls

3.3.1 Maintenance of Fiscal Records in Accordance with GAAP

Sub-Grantee agrees to maintain their books and records in accordance with Generally Accepted Accounting Principles, (GAAP), and to institute fiscal controls as established by CSBD from time to time so as to be able to satisfactorily account for all monies spent in order to perform their obligations under this Sub-grant Agreement.

3.3.2 Segregation of Sub-grant Agreement Funds

Sub-Grantee shall keep program funds segregated from other funds belonging to Sub-Grantee's organization by maintaining separate bank accounts and/or separate ledgers.

3.3.3 Prohibition Against Advances

In no case shall Sub-Grantee be paid in advance of work performed or services rendered.

3.3.4 Sub-Grantee Responsible for Actions of Employees and Representatives

Sub-Grantee shall be responsible for the actions of its representatives, employees, and instructors with regard to all aspects of the Sub-Grantee's program including, but not limited to, program implementation, the certification and submission of time and attendance records, invoices, submission and verification of financial reports, and maintenance of records.

3.3.5 Access to Records Prior to Funding

Upon demand and/or within thirty (30) days prior to funding any program or service, Sub-Grantee shall allow CSBD to evaluate Sub-Grantee's fiscal and personnel systems in order to be assured of Sub-Grantee's capability to manage the program or project funded by this Sub-grant Agreement or any amendment hereto.

3.3.6 Sub-Grantee Obligation Regarding Training and Support Funds

- a. To assure expenditure requirements are met for the various funding streams and that funds are not over obligated beyond what CSBD has available for each program year, Sub-Grantee is responsible for obligating funds which shall be reimbursed or paid to a third party by CSBD. This includes but is not limited to participant support services, work experience wages, tuition payments, and similar types of costs.
- b. Sub-Grantee may be requested to provide CSBD with a weekly report regarding the detail of those obligations. The report shall be provided to the CSBD Sr. Vice President of Operations, in a format and containing information as required by CSBD. Failure to provide the report and resultant over obligations beyond funds budgeted by CSBD for these third-party services will become Sub-Grantee's responsibility for payment. Sums obligated by Sub-Grantee in excess of the amounts budgeted by CSBD will be deducted from invoices due Sub-Grantee

and/or will have to be reimbursed to CSBD by Sub-Grantee should Sub-Grantee's invoices be insufficient to cover the expense.

3.4 De-obligation and Failure to Perform

3.4.1 De-obligation for Non-Performance

CSBD may de-obligate or redistribute the funds under this Sub-grant Agreement or any amendment hereto, to alternate Sub-Grantees to the extent that either the Sub-grant Agreement is fully or partially terminated, the Sub-Grantee is not able to perform effectively, or Sub-Grantee's total program costs will not be expended in accordance with the amount of funds awarded under this Sub-grant Agreement.

3.4.2 Funds Limited to the Sub-grant Agreement Program

Funds accrued or allocated to the Sub-Grantee under this Sub-grant Agreement or any amendment to this Sub-grant Agreement cannot be used by the Sub-Grantee to support other programs operated by the Sub-Grantee even under a different Sub-grant Agreement or amendment with CSBD.

3.4.3 Sub-grant Agreement Contingent Upon CSBD's Receipt of Funds

- a. This Sub-grant Agreement is subject to the appropriation of funds by the Florida Legislature. Florida Statutes, Section 287.0582.
- b. Sub-Grantee agrees and understands that funds allocated to the Sub-Grantee under this Sub-grant Agreement or any amendment or modification hereto are contingent upon CSBD's receipt of the federal grant funds under which this Sub-grant Agreement is funded. CSBD, therefore, reserves unto itself the right to unilaterally de-obligate, modify or amend Sub-Grantee's budget in proportion to CSBD's funding level and at the sole discretion of CSBD or if necessary, to suspend or terminate this Sub-grant Agreement or any amendment hereto instantaneously and as may be necessitated by CSBD's funding levels. Any de-obligation, modification or amendment of the funds allocated in the Sub-Grantee's Sub-grant Agreement, or any amendment hereto, shall be effective upon notification to the Sub-Grantee by CSBD. CSBD shall provide Sub-Grantee thirty (30) days' notice or in the event CSBD receives less than thirty (30) days' notice CSBD shall provide such notice as CSBD receives from its funding sources. In such instances, costs will be reimbursed up to the date of cancellation only; thereafter, neither CSBD nor Sub-Grantee shall have any obligation to complete or otherwise continue the Program.

- c. Sub-Grantee's funding shall be subject to the de-obligation policy adopted by the State. To the extent that Sub-Grantee expenditure rates result in the de-obligation of funds allocated to CSBD by the State, this Sub-grant Agreement may be unilaterally amended to reduce the total funds available in proportion to the funds de-obligated.

3.4.4 Sub-Grantee Salaries

Sub-Grantee salary and bonuses paid with federal funds may not exceed Federal General Services Administration published Executive Level II salaries. The annual limits are published on the OPM.gov website (<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/executive-senior-level>) and USDOL Training and Employment Guidance Letter No. 5-06

3.5 Method of Payment

3.5.1 Invoicing.

- a. In order to receive payment Sub-Grantee shall submit an invoice to CSBD within fifteen (15) working days following the end of each month. Invoices are generally paid within thirty (30) days of receipt.
- b. Invoices submitted more than fifteen (15) days following the termination of the CSBD program year, which is June 30 of each year, will be honored at CSBD's discretion.
- c. The invoice shall be for allowable costs as described in Sub-Grantee's budget and as governed by the rules applicable to the funding streams and grants awarded to Sub-Grantee.
- d. The invoice must be accompanied by all documentation necessary to substantiate the expenses for which Sub-Grantee is seeking reimbursement.
- e. Invoices containing costs not supported by the proper documentation or items not detailed in Sub-Grantee's line-item budget shall be paid minus the expenditures lacking the documentation or not included with the submission of the invoice.
- f. Accuracy and timeliness of the invoices shall be a factor in recommendations made to the CSBD governing boards.

3.5.2 Invoice Errors

- a. Sub-Grantee shall be trained on the correct way to submit invoices for reimbursement of expenses. Following the training, Sub-Grantee will receive a written notice from CSBD for Sub-Grantee invoices which:
 - i. Contain mathematical errors, or
 - ii. Seek reimbursement for items not covered by the budget, or
 - iii. Are submitted late, or
 - iv. Are not accompanied by the appropriate supporting documentation.
- b. If after training and a written notice an invoice is submitted to CSBD with one of the faults described in paragraph a above sub-recipient's inability to provide correct invoices will be reported to the CSBD governing boards at the time that contract renewal is considered.

3.5.3 Reimbursement of Purchases

In the case of a request for reimbursement of costs incurred in the acquisition or leasing of capital and expendable equipment as approved by CSBD, Sub-Grantee shall be required to comply with Article 3, Section 3.7, Property Management, of this Sub-grant Agreement. All capital expenditures must be approved by CSBD in advance and shall be subject to the rules set forth in 2 CFR 200 as they apply to capital expenditures. Funds under this Sub-grant Agreement may not be used for the purchase in whole or in part of real property.

3.5.4 Required Documentation for Submission of Invoices

Sub-Grantee agrees to maintain and provide the following documentation to CSBD, along with Sub-Grantee's invoice for payment. Sub-Grantee understands that invoices submitted without the below described documentation will not be honored.

- a. For mileage reimbursement requests, Sub-Grantee shall use the CSBD mileage form or their own form which contains the same information. Mileage from home to work will not be reimbursed. Sub-Grantee is limited to the CSBD rate when reimbursing its staff for mileage however if the Sub-Grantee is the School Board of Broward County, Florida they may substitute their approved rate when reimbursing staff for mileage.
- b. For staff payroll reimbursement requests, Sub-Grantees submit time sheets and payroll information. Sub-grant recipients who do not have

certified payroll systems in which the payroll register is supported by time sheets must establish a sign-in system. Time sheets shall reflect time allocated across cost categories, contracts or other activities, whether paid for by CSBD or not.

- c. In general, Sub-Grantee must submit copies of the front and back of cancelled checks where applicable of a copy of the electronic payment to substantiate their expenditures in order to be reimbursed. For purchases, Sub-Grantee shall also submit all procurement documentation, and a copy of the front and back of the cancelled check applicable to the procurement.
- d. For proprietary materials such as books and supplies, Sub-Grantee shall provide signed receipts from students acknowledging delivery of the materials for which CSBD is being charged, along with the front and back of cancelled checks where appropriate.
- e. For reimbursement of rental and utility charges, Sub-Grantee shall provide a copy of the lease and, as appropriate, a copy of the entire phone bill, utility bill, and/or rental Sub-grant Agreement along with the front and back of the cancelled check.
- f. Sub-Grantee may be requested to provide access to participant case notes, participant progress reports and competency tests.

3.5.5 Credits

- a. In the event Sub-Grantee requests a reimbursement for a security deposit on leased equipment or space or other good or service, which payment will be reimbursed to Sub-Grantee at a later date or makes a payment in advance for a good or service for which a credit is later due Sub-Grantee, or receives a credit or discount for an over payment or an aggregated volume purchase or any other discount or reduction in cost, Sub-Grantee shall report such credit, discount or return of payment or overpayment to CSBD and shall be responsible for returning the funds to CSBD.
- b. CSBD reserves the right to deduct such credits, discounts or return payments due or paid to Sub-Grantee, from any outstanding invoice under this Sub-grant Agreement or any Sub-grant Agreement in force between CSBD and the Sub-Grantee at the time of identification of the credit, returned payment, discount or other financial benefit made available to Sub-Grantee as a result of funds made available to Sub-Grantee under this Sub-grant Agreement. CSBD's right to such credits,

discounts or return payments are in addition to any other rights or remedies accruing to CSBD under this Sub-grant Agreement and shall survive the termination of this Sub-grant Agreement.

3.5.6 Changes to the Budget

Any change to the budget requires a written request from Sub-Grantee, approval by CSBD and the execution of a Sub-Grant Amendment.

3.5.7 Release of Claims Upon Final Payment

The Sub-Grantee, upon final payment of amounts due under this Sub-grant Agreement, less any credits, refunds, or rebates due to CSBD, hereby releases and discharges CSBD from any financial claims arising from this Sub-grant Agreement.

3.6 Payment Adjustments/Suspensions

3.6.1 Reimbursement of Non-Budgeted and Unallowable Costs

CSBD shall not reimburse or pay any expenditures, costs, or payments for goods and/or services to Sub-Grantee which are found to be unallowable, or which are found to be inconsistent with the last approved budget; provided, however, that said budget may be revised for more efficient and effective use of monies available under the Sub-grant Agreement upon written request by the Sub-Grantee to CSBD and written approval thereof by CSBD in advance of the expenditure.

3.7 Property Management

3.7.1 Property Use Limited to the Program

- a. Property leased or purchased with grant funds, including personal or real property shall only be used in implementing the CSBD programs funded by this Sub-grant Agreement or any amendment hereto. Title to property purchased with funds made available through this Sub-grant Agreement shall vest with the State of Florida and/or CSBD and the property shall be returned to CSBD upon termination of this Sub-grant Agreement.
- b. Sub-Grantee shall not use contract funds to purchase a part or portion of personal property.
- c. In the event that Sub-Grantee enters into a lease for real property with funds under this Sub-grant Agreement:
 - i. Sub-Grantee shall assure the lease contains a deobligation clause similar to that contained in this Sub-grant Agreement.

- ii. The lease shall not obligate CSBD.
- iii. If the lease is for a facility owned by Sub-Grantee, then lease payments shall be limited in amount in accordance with the 2 CFR 200.

3.7.2 Sub-Grantee Procurement Requirements

- a. Sub-Grantee agrees to adhere to the requirements set forth in 2 CFR 200.320 in the procurement of goods and services under this Sub-grant Agreement.
- b. Sub-Grantee shall secure CSBD's written approval for the purchase of items not included in Sub-Grantee's budget.
- c. Sub-Grantee shall avoid all conflicts of interest either real or perceived in the procurement of goods and services with contract funds and in the execution of their obligations under this Sub-Grant Agreement.

3.7.3 Sub-Grantee Use of Alternative Procurement System

If Sub-Grantee's purchasing and procurement system is more stringent than that required by 2 CFR 200.320 Sub-Grantee may utilize their procurement system.

3.7.4 Sub-Grantee's Failure to Produce Records

Sub-Grantee expressly agrees that it shall reimburse CSBD for any funds expended under this Sub-grant Agreement or amendment hereto when the Sub-Grantee does not nor cannot produce the documents required to demonstrate that the procurement requirements of this section have been followed or to support/ substantiate that the goods and/or services procured and/or purchased have been received.

3.7.5 Inventory Tags

Upon receipt by CSBD of Sub-Grantee's invoice for the purchase of property with CSBD funds, CSBD shall provide Sub-Grantee with inventory tag numbers which tags shall be affixed to the property.

3.7.6 Insurance Coverage for Property

- a. Sub-Grantee shall provide insurance coverage for all property purchased with CSBD funds in the event of loss or damage and shall list CSBD as the named insured with regard to such property.
- b. Any loss, theft, or damage to CSBD/State property, along with the property's inventory tag number shall be reported to CSBD and the local police department as soon as possible following discovery of the loss, theft, or damage, but in any case, not later than thirty (30) days following the actual loss, theft, or damage.
- c. Any recovery made by Sub-Grantee following a report to Sub-Grantee's insurer of the loss, theft, or damage shall be reported to CSBD. CSBD will then inform Sub-Grantee as to whether or not it may use the funds to replace the property or whether the monies should be returned directly to CSBD.

3.7.7 Requirement to Provide a Physical Inventory

Thirty (30) days prior to the end of this Sub-grant Agreement, Sub-Grantee shall present CSBD with a physical inventory of all property located in or out of the CSBD, One-Stop Centers purchased with CSBD funds by Sub-Grantee or CSBD. The physical inventory shall contain a reference to the Sub-grant Agreement under which funds were allocated for the purchase along with the CSBD inventory tag number.

3.7.8 Requirement to Return Property

Within thirty (30) days of the termination of this Sub-grant Agreement or any amendment hereto under which the property was purchased, Sub-Grantee shall return all property purchased with funds under this Sub-grant Agreement or any amendment hereto to CSBD except where Sub-Grantee and CSBD agree in writing that Sub-Grantee may continue to utilize such property for another WIOA, WTP or other grant funded activity.

- a. Sub-Grantee shall inform CSBD in writing by entering a "Track-It" within twenty-four (24) hours of the termination or resignation of any personnel whose salary is in whole or in part paid for under this Sub-grant Agreement so that their access to the CSBD network can be terminated,
- b. Sub-Grantee shall ensure that any equipment issued which was purchased with funds provided by CSBD or any equipment placed on Sub-Grantee's site by CSBD is collected from a terminated employee prior to their departure.

3.8 Sub-grant Agreement Closeout

3.8.1 Sub-Grantee shall comply with all provisions of CSBD's Sub-grant Agreement Closeout Procedures.

3.8.2 Closeout of the program funded under this Sub-grant Agreement upon termination of this Sub-grant Agreement shall be performed in accordance with the terms and conditions of WIOA and state regulations and procedures. Except as expressly waived by CSBD, closeout shall be completed prior to final payment for services performed pursuant to this Sub-grant Agreement. Sub-Grantee shall provide CSBD such information and materials within such time periods as CSBD may require, necessary to complete closeout in accordance with applicable federal and state regulations and procedures.

3.9 Duplicate Funding

3.9.1 Prohibition Against Double Payments

Sub-Grantee costs or earnings claimed under this contract may not also be claimed under another contract or grant from another agency.

3.9.2 Multiple Funding Sources

Sub-Grantee shall utilize a cost allocation methodology which assures that CSBD is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this Sub-grant Agreement. The cost allocation plan and supportive documentation shall be included in the audit of Sub-Grantee's program.

END OF ARTICLE 3

ARTICLE 4

GENERAL CONDITIONS

4.1 Sub-Grantee's Request for Proposal Response

4.1.1 Adherence to the Terms and Conditions of the RFP

a. Sub-Grantee understands and agrees to adhere to the commitments and requirements established under CSBD's formal Request for

Proposal Process and the Request for Proposals Response document, incorporated by reference.

- b. To the extent that any terms or conditions conflict with the terms and conditions as stated in this Sub-grant Agreement the language of the Sub-grant Agreement shall control.

4.2 Political Activity

4.2.1 Application of the Hatch Act

None of the funds or services under this Sub-grant Agreement shall be used for any partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) or the Federal Election Campaign Act, as amended (2 USC section 431).

4.2.2 Partisan and Nonpartisan Activities

No participant or employee whose salary is funded in whole or in part by this Sub-grant Agreement may engage in partisan or nonpartisan political activities during the hours for which the participant or employee is paid with federal grant funds.

4.2.3 Prohibition Against Acting as a Spokesperson for CSBD

No participant or employee whose salary in whole or in part is paid for with funds made available under this Sub-grant Agreement, may at any time, engage in partisan political activities in which such participant or employee represents himself/herself as a spokesperson for CSBD or the program funded under this Sub-grant Agreement.

4.2.4 Placement of Participant or Employees in Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Sub-grant Agreement shall be employed or out stationed in the office of a member of Congress or state or local legislator or on the staff of a legislative committee or in the office of any local elected official(s) of a state or a unit of local government without CSBD's express written approval.

4.2.5 Out Stationing to Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Sub-grant Agreement may be employed or out stationed in positions involving political activities.

4.3 Religious Activity

4.3.1 Prohibition Against Religious Activity

There shall be no religious worship, instruction, or proselytizing as a part of or in connection with the performance of Sub-Grantee's obligations under this Sub-grant Agreement.

4.3.2 Prohibition of Use of Funds for Religious Activities

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto in support of any religious activity or in support of any anti-religious activity. Participants shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

4.3.3 Compliance with the Jessica Lunsford Act

In accordance with Sub-Grantee and State of Florida, requirements CSBD agrees to comply with the Jessica Lunsford Act which consists of a level II background screening via fingerprinting of staff who will visit the program on school grounds when students are present. CSBD will comply with the requirements of the law at Florida Statute sec. 1012.465 and Section 1012.32 Florida Statutes.

4.4 Non-Discrimination

4.4.1 Compliance with Title VI of the Civil Rights Act

Sub-Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended, which prohibits discrimination on the basis of race, color and national origin. In implementation Sub-Grantee agrees to comply with Executive Order 11246 as amended by Executive Order 11375 as well as with section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended.

4.4.2 Compliance with Age Discrimination Laws

Sub-Grantee must comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which protects individuals who are forty (40) years of age or older.

4.4.3 Compliance with the Rehabilitation Act

Sub-Grantee agrees to comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended which prohibits discrimination against qualified individuals with disabilities.

4.4.4 Compliance with Title IX of the Education Amendments of 1972

Sub-Grantee agrees to comply with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs.

4.4.5 Compliance with the Americans with Disabilities Act

Sub-Grantee agrees to comply with applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), in the course of providing services funded in whole or in part by this Sub-grant Agreement.

4.4.6 Compliance with WIOA Non-Discrimination Requirements

If Sub-Grantee is funded to provide WIOA services Sub-Grantee agrees to the requirements of WIOA Section 188 as follows:

a. Prohibition of Discrimination Regarding Participation, Benefits, and Employment.

No individual is excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any funded 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.

b. Prohibition of Discrimination on the Basis of Participant Status

No person may discriminate against an individual who is a participant in a program or activity that receives funds under this Sub-grant Agreement, 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.

c. Prohibition on Discrimination Including Prohibition on Discrimination Against Certain Non-Citizens

Sub-Grantee agrees not to discriminate 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. Participation in WIOA programs and activities shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

d. Application of USDOL Non-Discrimination Requirements

Sub-Grantee shall comply with 29 CFR part 37, 41 CFR part 6 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.

e. Harassment Free Workplace

Sub-Grantee shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The Sub-Grantee agrees to insert a similar provision in all subcontracts. Public Law 105-220, section 188.

4.4.7 Complaint Procedures

Sub-Grantee agrees to be governed by the complaint and compliance requirements as set forth in 29 CFR parts 31, 32 and 34 with respect to discrimination and equal opportunity requirements.

4.4.8 Nondiscrimination & Reasonable Accommodation Statement

a. Sub-Grantee, the School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. Sub-Grantee also provides equal access to the Boy Scouts and other designated youth groups.

b. Individuals who wish to file a discrimination and/or harassment complaint may contact the Director of Equal Educational

Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

- c. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), may contact the Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.
- d. Under Florida law, email addresses, and all communications, including email communications, made or received in connection with the transaction of Sub-Grantee (School Board) business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the office by phone or in writing to the, The School Board of Broward County, Florida.

4.5 Grievances and Grievance Procedures

- 4.5.1 Sub-Grantee agrees to provide CSBD program participants access to the CSBD grievance procedures with respect to a non-criminal grievance or complaint arising in connection with WIOA programs operated by Sub-Grantee other than civil rights complaints. Sub-Grantee agrees to be bound by any decision arrived at as a result of taking part in the procedure. With respect to WIOA participants, the final resolution of the grievance must be within sixty (60) days of the filing of the formal grievance or complaint as per the WIOA Regulations.
- 4.5.2 Sub-Grantee agrees to comply with the grievance procedures applicable to Providers in the event of a grievance with respect to CSBD.
- 4.5.3 Whenever CSBD forwards or notifies Sub-Grantee of customer complaints about the workforce system received from the State or other external sources Sub-Grantee shall assist CSBD in investigating the complaint in a timely manner, and agrees to take appropriate action to resolve the complaint as shall be determined by CSBD.
- 4.5.4 Hearings regarding grievances in which a finding is made in Sub-Grantee's favor are subject to state and federal approval and Sub-grant Agreement. If the State and/or federal oversight entity does not agree with the finding, whether it is regarding a participant complaint or a questioned or disallowed cost as a result of a monitoring or audit finding, Sub-Grantee shall comply with the State or federal determination and in the event of a questioned or

disallowed cost Sub-Grantee shall be liable to CSBD for repayment of the cost which has been questioned or disallowed.

4.6 Communications, Program Names, Signage, Publicity and Publication

- 4.6.1 Sub-Grantee may not undertake any publicity or publish for public consumption any results or information about its program or the participants without prior review by the CSBD President/ CEO. All radio and television announcements/advertisements and general newspaper articles and advertisements must be coordinated through CSBD's Executive Department, and must indicate that the program is funded by the BWDB, Inc., and the CSBD Council of Elected Officials through funds made available through the State of Florida and the applicable grant funding stream. This requirement includes all participant forms, announcements, manuals, handbooks and other informational materials produced by Sub-Grantee.
- 4.6.2 Any public outreach using marketing materials such as but not limited to brochures, flyers, articles, presentations, electronic communiqués, promoting a CSBD funded program must be coordinated with and approved by the CSBD President/CEO or their designee. All media outreach efforts regarding CSBD funded programs must be done in conjunction with and must be coordinated with and approved by the CSBD Vice President of Communications.
- 4.6.3 Communications, oral or written, between Sub-Grantee and CSBD and/or its governing boards shall be initiated through contact with the CSBD President/CEO prior to making any contact with the members of the CSBD governing boards.
- 4.6.4 In order to comply with the Steven's Amendment when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing the program funded in whole or in part by this sub-grant, Sub-Grantee shall include: 1) The percentage of the total costs and the dollar amount financed with funds under this Sub-grant and 2) The amount of non-federal contribution to the grant.

4.7 Sub-awards and Sub-contractors

4.7.1 Prohibition Against Assignment and Subcontracting

Sub-Grantee shall not assign, delegate, sub-grant, subcontract or in any way transfer any of its rights or responsibilities or any part of the work or services to be provided for under this Sub-grant Agreement without CSBD's prior written approval.

4.7.2 Subcontracts Must Be in Writing

Services approved for sub-granting or subcontracting shall be specified by a written Sub-grant Agreement and shall be subject to each provision of this Sub-grant Agreement. A copy of the subcontract shall be provided to CSBD upon request.

4.7.3 Subcontracts and Sub-awardee's Subject to Applicable Laws

All subcontracts shall be subject to the federal, state, and local laws and regulations governing the grant funds awarded to Sub-Grantee under this Sub-grant Agreement.

4.7.4 Subcontracts Subject to Procurement Requirements

Selection of subcontractor(s) is subject to the procurement requirements described in this Sub-grant Agreement.

4.7.5 Notice of Actions Involving Subcontractors

The Sub-Grantee shall give CSBD immediate notice in writing of any action or suit filed, or of any claim made against the Sub-Grantee by any subcontractor or vendor which in the opinion of the Sub-Grantee may result in litigation, related in any way to this Sub-grant Agreement or any amendment hereto.

4.8 Notice

4.8.1 Notice to CSBD

All notices required to be given to CSBD under this Sub-grant Agreement shall be sufficient when hand delivered or mailed or delivered by same-day courier, or on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested, or upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS), to CSBD at its office at 2890 W. Cypress Creek Road, Ft. Lauderdale, FL 33309, addressed to the CSBD President/CEO with a copy to be forwarded to the Vice President of Operations.

4.8.2 Notice to Sub-Grantees

All notices required to be given to the Sub-Grantee under this Sub-grant Agreement shall be sufficient when hand delivered or mailed or delivered by same-day courier, or on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested, or upon delivery when

sent by prepaid overnight express delivery service (e.g., FedEx, UPS), to the Sub-Grantee at its office located as stated on page one (1) of this Sub-grant Agreement.

4.9 Assurances and Certifications

Sub-Grantee understands that CSBD is bound and must comply with the Assurances and Certifications appended hereto as Exhibit E.

4.10 Integration

4.10.1 Exhibits

The parties hereto agree and understand that the words and figures contained in the following list of documents are incorporated by reference, and are as fully a part of this Sub-grant Agreement as if such documents were set forth verbatim and at length herein.

- a. Exhibit A – The ISY Budget
- b. Exhibit B - Individual Nondisclosure Confidentiality Certification
- c. Exhibit C – State Data Sharing Sub-Grant Agreement (Non- Disclosure and Confidentiality Sub-grant Agreement)
- d. Exhibit D – Assurances
- e. Exhibit E - Debarment Form
- f. Exhibit F - Lobbying Form
- g. Exhibit G – Lobbying Certification Form
- h. Exhibit H – Drug Free Workplace Certificate
- i. Exhibit I – Certification Regarding Environmental Tobacco Smoke
- j. Exhibit J - The Request for Proposal and Sub-Grantee’s Request for Proposal Response except as it has been modified by Article 7 the Work Statement including the Work Activity Schedule submitted by Sub-Grantee with their proposal response.
- k. Exhibit K - The WIOA, Public Law 105-220 (Aug. 7, 1998) WTP Public Law 104-193 (August 22, 1997), statutes and regulations applicable to the grant funding streams identified in Sub-Grantee’s budget.

- i. Exhibit L - Child Labor Laws, as applicable. Exhibit L - Child Labor Laws (29 USC 203): Employment of Minors Between Fourteen (14) and Sixteen (16) Years of Age (Subpart C), Occupations Particularly Hazardous for the Employment of Minors Between Sixteen (16) and Eighteen (18) Years of Age or Detrimental to Their Health or Well-being (subpart E).
- m. Exhibit M - Immigration and naturalization service regulations for employers and employees **Public Law 107 -124 and 107-125**
- n. Exhibit N – Authorized Invoice Signatories

4.10.2 Exhibit J is a public record and is in the possession of Sub-Grantee and CSBD, it is not attached to the Sub-grant Agreement and is maintained in the CSBD Offices. Exhibits K, L and M, are public laws and are not attached to this Sub-grant Agreement.

4.10.3 A copy of all the above documents, other than the statutes and regulations, which are public documents, will be maintained on file at the CSBD offices. One (1) copy of the executed Sub-grant Agreement and Exhibits will be furnished to the Sub-Grantee by CSBD.

4.11 Vested Powers

All powers not explicitly vested in the Sub-Grantee by this Sub-grant Agreement will remain with CSBD.

4.12 Termination

4.12.1 This Sub-grant Agreement may be terminated as follows:

- a. CSBD or Sub-Grantee may request a termination for convenience upon thirty (30) days prior written notice to Sub-Grantee or such shorter period as may be mutually agreed to by the Sub-Grantee and CSBD. Sub-Grantee will be entitled to receive compensation for services performed in accordance with the conditions set forth herein through the date of termination. However, CSBD shall not be liable for any expenses incurred by the Sub-Grantee after the effective date of termination of the Sub-grant Agreement or any amendment hereto.
- b. CSBD may immediately terminate this Sub-grant Agreement if either the federal government or the State of Florida fails to provide CSBD with the grant(s), under which this Sub-grant Agreement is funded.

- c. CSBD may terminate this Sub-grant Agreement at any time that the CSBD authorized representative, which shall be the President/CEO, determines that:
- i. Sub-Grantee has failed to provide any of the services Sub-Grantee has contracted to provide; or
 - ii. Sub-Grantee has failed to comply with any of the provisions contained in this Sub-grant Agreement or any amendment hereto; or
 - iii. Sub-Grantee fails to perform in whole or in part under this Sub-grant Agreement or fails to make sufficient progress so as to endanger the performance of Sub-Grantee's obligations to provide the contracted for programs or services; or
 - iv. Sub-Grantee has failed to comply with the statutes or regulations applicable to the programs/services funded by this Sub-grant Agreement or any amendment hereto; or,
 - v. Sub-Grantee has failed to take corrective action as described in Article 4 section 4.12.2, or
 - vi. Sub-Grantee has taken an action, which in the opinion of the CSBD President/CEO, the CSBD monitors, auditors, the State, the BWDB, or the CSBD Council of Elected Officials, jeopardizes the program or the funds made available under this Sub-grant Agreement.
 - vii. Sub-Grantee has employed illegal aliens in violation of the Immigration and Nationality Act, 8 U.S.C. 1324(a).

4.12.2 Suspension and Termination

If CSBD elects to terminate this Sub-grant Agreement under the provisions set forth in Article 4, Section 4.12.1, above, CSBD may immediately suspend the Sub-grant Agreement and refuse any payments due the Sub-Grantee. The Sub-Grantee shall be notified in writing of CSBD's suspension and of CSBD's termination of the Sub-grant Agreement. If CSBD allows the Sub-Grantee a period of resolution to correct the problem, then Sub-Grantee shall have ten (10) working days in which to respond in writing with a corrective plan. Failure to respond with a corrective plan acceptable to CSBD shall result in a termination notice to Sub-Grantee effective from the time of the original suspension.

4.12.3 Suspension of Payments

CSBD may immediately suspend payment to Sub-Grantee at any time that the CSBD President/CEO has sufficient cause to seek termination of this Sub-grant Agreement as described in Article 4, Section 4.12. If CSBD grants the Sub-Grantee the opportunity to correct the problem, then suspension of payments shall remain in effect until CSBD determines the problem has been resolved and the program continues, or until CSBD terminates the program, at which time no payments would be made after the date of the original suspension.

4.12.4 Payments Due Sub-Grantee in the Event of a Termination

In the event of a termination, the Sub-Grantee shall be paid for services rendered up to the date of termination as described above, however, from the amount due there shall be deducted:

- a. All advances or other payments on account made to the Sub-Grantee which are applicable to the terminated portion of this Sub-grant Agreement; and
- b. Any credits, discounts or overpayments as described in Article 3 above; and
- c. Any claim which CSBD may have against the Sub-Grantee in connection with this contract or any other prior Sub-grant Agreement; and
- d. The agreed-for-price for, or the proceeds of the sale of, any materials, supplies or other things acquired by the Sub-Grantee or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to CSBD; and
- e. Any outstanding questioned or disallowed costs attributable to the Sub-Grantee arising out of an investigation, monitoring report or audit of this Sub-grant Agreement or any other Sub-grant Agreement Sub-Grantee had with CSBD; and
- f. Any unallowable costs; and
- g. If a termination under this Sub-grant Agreement is partial, prior to the settlement of the terminated portion of this Sub-grant Agreement, the Sub-Grantee may file a request in writing with CSBD for an equitable adjustment of the price or prices specified in the Sub-grant Agreement relating to the continued portion of the contract.

4.12.5 Sub-Grantee Liability

In the event of a termination for cause, Sub-Grantee shall be liable to CSBD for damages sustained by CSBD by virtue of any breach of the Sub-grant Agreement by the Sub-Grantee including court costs and reasonable attorney's fees.

4.13 Maintenance of Effort

4.13.1 Sub-Grantee Assurance Labor Conditions

To assure maintenance of effort the program funded by this Sub-grant Agreement:

- a. Shall result in an increase in workforce opportunities over those, which would otherwise be available.
- b. Shall not result in the displacement of currently employed workers by either a participant or an individual employed to carry out the obligations under this Sub-grant Agreement, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.
- c. Shall not impair current contracts for services or collective bargaining Sub-grant Agreements or result in the substitution of federal funds made available by this Sub-grant Agreement to subsidize work that would otherwise be performed by the Sub-Grantee.
- d. Shall not create a job in a promotional line for either a participant or an individual employed to carry out the obligations under this Sub-grant Agreement, which will infringe in any way upon the promotional opportunities of a currently employed individual.
- e. When Sub-Grantee anticipates a situation, such as that described in Article 4, Section 4.13 above, Sub-Grantee shall immediately notify CSBD and await instruction prior to expending any funds as contracted for in connection with the operation of its program.

4.13.2 Participant Placement

No participant shall be employed or job opening filled with an individual whose salary is funded by this Sub-grant Agreement:

- a. When any other individual is on lay-off from the same or any substantially equivalent job; or

- b. When the employer/Sub-Grantee has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant or employee whose wages are subsidized by federal grant funds or paid for with federal grant funds.

4.13.3 Relocation

Sub-Grantee shall not use any of the funds under this Sub-grant Agreement to encourage, or induce the relocation of an establishment. Sub-Grantee shall not enter into any Sub-grant Agreement or relationship with a relocated establishment for the conduct of customized or skill training, on the job training, or company specific assessments of job applicants for a period of one hundred and twenty (120) days after the establishment has opened its doors for business with the general public. Establishments include successors in interest. Violations of this section shall result in double damages to be repaid to CSBD.

4.14 Nepotism

4.14.1 Prohibition in Employment

Sub-Grantee may not hire a person in an administrative capacity, staff position, or on-the-job training position funded through a federal grant if a member of that person's immediate family is employed in an administrative capacity for CSBD or the Sub-Grantee. Sub-Grantee shall make full disclosure regarding any procurements which are not arm's length including small business purchases, and may not enter into any Sub-grant Agreements or make purchases without CSBD's approval where a conflict of interest, or the appearance of a conflict of interest exists or the purchase is not arm's length and involves a family member as described herein, or a business partner or related company.

4.14.2 Applicability of Stricter Standards

Where the Sub-Grantee's nepotism guidelines or state or local guidelines are more stringent than the above requirement, those guidelines shall be followed instead.

4.14.3 Individual Recommendations

No individual whose salary is funded in whole or in part under this Sub-grant Agreement, or who is responsible for carrying out the obligations under this Sub-grant Agreement shall appoint, employ, advance, or advocate for the

appointment, employment, promotion, or advancement, a member of that individual's immediate family, to a position with the Sub-Grantee's organization.

4.14.4 Procurement of Goods and Services

Neither Sub-Grantee nor any individual whose salary is funded in whole or in part under this Sub-grant Agreement, or who is responsible for carrying out the obligations under this Sub-grant Agreement for the Sub-Grantee, shall enter into a contract, and/or purchase goods, and/or services with funds made available under this Sub-grant Agreement from:

- a. A member of that individual's immediate family.
- b. A member of Sub-Grantee's staff or their immediate family or
- c. From a Consultant or Subcontractor unless the item was separately procured and CSBD approved the purchase after full disclosure, or
- d. From a related company or affiliate of any of the individuals or entities identified herein.

4.14.5 Definition of Immediate Family Member

Immediate family member for purposes of this section shall mean a wife, husband, son, daughter, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, mother, father, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, grandchild, half-brother, half-sister and first cousin.

4.15 Application of the Davis Bacon Act to Programs Operated Under this Sub-grant Agreement

4.15.1 Davis Bacon Wages

Sub-Grantee agrees to apply Davis Bacon wage rates to projects funded under this Sub-grant Agreement which involve construction, alteration or repair including painting and decorating of buildings, projects, and works which are not ordinarily done by Sub-Grantee's regular work force.

4.15.2 Copeland Anti-Kickback Act

Sub-Grantee shall comply with the requirements of the Copeland Anti-Kickback Act 40 U.S.C. § 276c (1995)/18 U.S.C. 874 and the regulations promulgated thereunder 29 CFR § 3 (1995)/29 CFR § 5 (1995).

4.16 Prohibition Against Unallowable and Criminal Activities

4.16.1 Unallowable, Fraudulent and Criminal Activities

Sub-Grantee shall not enroll ineligible individuals, embezzle, willfully misapply, steal or obtain by fraud any moneys, funds, assets or property which are the subject of this Sub-grant Agreement or amendments hereto. If Sub-Grantee violates this provision, Sub-Grantee shall be required to refund all monies and shall be subject to the sanctions of the applicable grant legislation and to the criminal provisions of Title 18 of the United States Code Section 665. The Sub-Grantee shall also be subject to the immediate suspension of payments by CSBD under this Sub-grant Agreement and amendments hereto and immediate termination by CSBD of this Sub-grant Agreement and any amendments hereto.

4.16.2 Reporting of Waste, Fraud and Abuse

Sub-Grantee may not require employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting their employees or contractors from reporting such waste, fraud, or abuse. P.L. 115-141, Division E, Title VII, Section 743.

4.16.3 Prohibition Against Solicitations and Gratuities

Sub-Grantee agrees and understands that no officer or employee of the Sub-Grantee shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential sub-contractor or employer or from any staff person or elected official connected with CSBD.

4.16.4 Prohibition on Contracting with Corporations with Felony Criminal Convictions

Sub-Grantee certifies that neither they nor any of their officers or directors have been convicted of a felony criminal violation under any Federal law within the preceding 24 months and agrees that they will not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months. P.L. 115-141, Division E, Title VII, Section 746.

4.16.5 Prohibition on Contracting with Corporations with Unpaid Tax Liability

Sub-Grantee certifies that they have no unpaid Federal tax liability and that they will not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide

a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability. P.L. 115-141, Division E, Title VII, Section 745.

4.16.6 Prohibition Against the Payment of Fees

Sub-Grantee agrees and understands that no funds provided for by this Sub-grant Agreement or amendments hereto shall be used for the payment of a fee charged to an individual for the placement or referral of that individual to a training program funded under WIOA.

4.16.7 Requirement for Blocking Pornography Pursuant to P.L. 115-141, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

4.16.8 Prohibition Against Lobbying

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto for lobbying federal, state, or local legislators in accordance with the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352

4.16.9 Prohibition on Providing Federal Funds to ACORN

Sub-Grantee may not provide sub-grant funds to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors. P.L. 115-141, Division H, Title V, Section 522.

4.16.10 Prohibition on Trafficking in Persons

During the time this sub-grant is in effect Subrecipient and subrecipients' employees may not (A) Engage in trafficking in persons (B) Procure a commercial sex act or (C) Use forced labor in the performance of this subaward under the award and shall be in compliance with 22 U.S.C. 7102 et seq.

4.17 Child Labor Laws and the Pro Children Act

- a. Sub-Grantee shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Sub-grant Agreement or amendments hereto.
- b. Sub-Grantee agrees to comply with the Pro-Children Act 20 U.S.C. 6083.

c. Prohibition on Procuring Goods Obtained Through Child Labor

Sub-Grantee agrees not to expend funds for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 18, 2015. DOL listed at: <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>. P.L. 115-141, Division H, Title I, Section 103.

4.18 Collective Bargaining Sub-Grant Agreements

4.18.1 Application of Collective Bargaining Sub-Grant Agreements

Sub-Grantee agrees and understands that it must comply with and shall not violate the terms and conditions of any collective bargaining Sub-grant Agreement in effect during the course of this Sub-Grant Agreement.

4.18.2 Activities Inconsistent with Collective Bargaining Sub-Grant Agreements

If the program funded under this Sub-grant Agreement would be inconsistent with the terms of a collective bargaining agreement, then Sub-Grantee shall seek the written concurrence of both the labor organization and the employer concerned prior to operating such programs. Failure to receive a response to a written request may be deemed concurrence.

4.19 Unions

4.19.1 Use of Funds

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto to assist, promote, or deter union organizing.

4.19.2 Placement During a Work Stoppage

No participant may be placed into, or remain working in any position which is affected by labor disputes involving a work stoppage. Sub-Grantee shall make every effort to relocate participants who wish to remain working, into suitable positions unaffected by the work stoppage.

4.19.3 Union Membership

Sub-Grantee shall not require any participant in a position funded by this Sub-grant Agreement to join a union in order to receive institutional training unless the participant is subject to a collective bargaining Sub-grant Agreement containing a union security provision.

4.20 Working Conditions

4.20.1 Appropriate Conditions

Sub-Grantee agrees that conditions of employment and/or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participants.

4.20.2 Hazardous and Dangerous Conditions

Sub-Grantee shall not place participants at work or training sites which are or could reasonably be expected to be hazardous, dangerous, unsafe or unsanitary. Participants assigned to work in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.

4.20.3 Benefits and Working Conditions

Participants shall be accorded the same benefits and working conditions accorded other employees working a similar length of time and doing similar types of work.

4.20.4 Health and Safety Standards

Health and Safety Standards established by state and federal laws applicable to working conditions of employees shall be equally applicable to participants. At a minimum contractor shall comply with the Work Hours and Safety Standards Act, 40 U.S.C. 327 et al and 29 CFR part 5.

4.20.5 Fair Labor Standards

Sub-Grantee shall adhere to the Fair Labor Standards Act with respect to hours of work and working conditions as appropriate and to the Fair Labor Standards Act Amendment for Major Disasters. P.L. 115-141, Division H, Title I, Section 109

4.20.6 Contributions to Retirement Systems

No funds available under this Sub-grant Agreement may be used for contributions on behalf of any participant to a retirement system or plan.

4.21 Program Income

4.21.1 Program Income Must be Returned to CSBD

All income as defined in Article 2, Section 2.50, realized in operating a program provided for under this Sub-grant Agreement or any amendment hereto shall be reported to and returned to CSBD at the end of each quarter during which the income was realized and, in any event, shall be reported and returned to CSBD upon termination of this Sub-grant Agreement. Program income does not include income from royalties and license fees for copyrighted material, patent, patent applications, trademarks, and inventions.

4.21.2 Audits Must Contain a Program Income Schedule

Sub-Grantee agrees to include in their audits a schedule prepared by their auditor detailing program income realized under this contract.

4.21.3 Continuation of Program Income Revenues

Rental income and user fees on real and personal property acquired with contract funds shall continue to be program income upon termination of this Sub-grant Agreement. Sub-Grantee shall make provision for accounting for such funds and returning the income to CSBD.

4.21.4 Sub-Grantee Use of Program Income

In the event that Sub-Grantee wishes to use program income to further or enhance activities funded by this Sub-grant Agreement Sub-Grantee may request such permission in writing from the CSBD President/CEO who shall consider such request and reply in writing either approving or denying the request. There shall be no appeal of the President/CEO's decision. Program income may only be used for allowable activities and costs. In the event that the use of program income is approved it shall be added to contractor's budget in accordance with the amendment provisions under this Sub-grant Agreement.

4.22 Insurance and Bonding

4.22.1 Sub-Grantee agrees to maintain the insurance required by this Sub-Grant Agreement in full force and effect throughout the term of this Sub-Grant Agreement and during any renewal or extension term of the Sub-Grant Agreement. The insurance shall be of such types and in accordance with the terms and limits noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Sub-Grantee.

4.22.2 Sub-Grantee will provide CSBD Certificates of Insurance, evidencing the required coverage prior to Sub-Grant Agreement start including all

endorsements required herein and shall keep such certificates current during the entire term of this Sub-Grant Agreement. If Sub-Grantee fails to maintain insurance as specified in this Sub-Grant Agreement, CSBD may terminate this Sub-Grant Agreement upon seven (7) days' written notice. The certificates of insurance shall:

- a. Provide that the Insurance shall not be changed, canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to CSBD. If a thirty (30) day notice of cancellation endorsement is not received, the cancellation clause must include language as follows:
SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED.
- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- c. If the Sub-Grant Agreement term goes beyond the expiration date of the insurance policy, Sub-Grantee shall provide CSBD with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. CSBD reserves the right to suspend the Sub-Grant Agreement until this requirement is met.

4.22.3 Any costs for adding CSBD as an additional insured may be reimbursed by CSBD and shall be included in the Sub-Grantee's budget

4.22.4 The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Sub-Grant Agreement date or prior.

- a. The certificate shall contain the title of the insurance contract and contract number.
- b. The Certificate Holder should read as follows: CareerSource Broward, 2890 W Cypress Creek Road, Fort Lauderdale, FL 33309

4.22.5 The Sub-Grantee's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Sub-Grantee shall not be interpreted as limiting the Sub-Grantee's liability and obligations under this Sub-Grant Agreement. The policy or policies of insurance required by this Sub-Grant Agreement must be issued

by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by CSBD. Coverage will be on the most current form of the relevant policy. The policy or policies of insurance maintained by the Sub-Grantee shall provide the minimum limits and coverage as applicable to this project as set forth herein.

4.22.6 Deductible of Self Insurance Retention

- a. Sub-Grantee has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- b. All insurance policies required by this Sub-Grant Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000, which deductible shall be subject to approval by CSBD. Sub-Grantee shall be solely responsible for reimbursement of any deductible to the insurer

4.22.7 If the Sub-Grantee's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Sub-Grant Agreement, the Sub-Grantee may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

4.22.8 Any exclusion or provision in the insurance maintained by the Sub-Grantee that excludes coverage for work contemplated in this Sub-Grant Agreement shall be unacceptable and shall be considered breach of contract.

4.22.9 Sub-Grantee shall provide notice of any and all claims, accidents, and any other occurrences associated with this Sub-Grant Agreement to Sub-Grantee's insurance company and to the CSBD VP of Operations and the CSBD VP of Human Resources as soon as practical.

4.22.10 It is the Sub-Grantee's responsibility to ensure that any and all of Sub-Grantee's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Sub-Grantee.

4.22.11 CSBD shall retain the right at any time to review the coverage, form and amount of the insurance required hereby (as described above). If, in the opinion of CSBD, the insurance provisions in this Sub-Grant Agreement do not provide adequate protection for CSBD, CSBD may, by providing Sub-Grantee at least sixty (60) days written notice, require Sub-Grantee to obtain insurance sufficient in coverage, form and amount to provide adequate protection. CSBD requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks which actually exist at the time a change in insurance is required. In event CSBD should change its insurance requirements as provided in this paragraph and Sub-Grantee shall secure different or additional insurance, the additional cost directly associated with meeting CSBD's new insurance requirements, if any, shall be charged to and paid by CSBD.

4.22.12 The Sub-Grantee shall maintain during the term of this Sub-Grant Agreement, the insurance and bonding specified below. This is in addition to the theft coverage required in Article 3.

a. Third Party Liability

COMMERCIAL/THIRD PARTY GENERAL LIABILITY insurance shall be maintained for the life of the contract. This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly or indirectly from the performance of the Sub-Grant Agreement. It must be an occurrence form policy. CSBD and its governing boards, the CSBD Council of Elected Officials and the Broward Workforce Development Board, Inc., their officers, directors, agents, servants, employees and volunteers shall be covered and named as an additional insured on the certificate for commercial general liability insurance with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Sub-Grantee. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for Bodily Injury Liability, Property Damage Liability and Personal injury. The policy must include coverage for Contractual Liability and Independent Sub-Grantees. The coverage shall contain no special limitation on the scope of protection afforded to CSBD, or the CSBD governing boards or their officers, directors, employees, and volunteers.

b. Fidelity Bond

Coverage in an amount not less than \$1,000,000 per loss for dishonest acts of the Sub-Grantee's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Sub-Grantee shall secure insurance through a surety bond to provide coverage for an amount equal to three months of the payroll, fee and cost of benefits awarded under this contract.

In the event that Sub-Grantee has several contracts with CSBD, the insurance policy shall cover an amount equal to three months of total costs across all contracts to include the payroll for the period, taxes and insurance, Sub-Grantee's fee and cost of benefits awarded. The policy shall name CSBD, the CSBD governing boards, the CSBD officers, directors and those employees in positions allowing for access to or control of funds to be paid to Sub-Grantee under this Sub-Grant Agreement. The Sub-Grantee agrees to reimburse CSBD for any loss incurred by CSBD under this Sub-Grant Agreement. Sub-Grantee shall be liable for any sums not covered and/or paid by their insurer.

c. Workers Compensation.

Coverage must be afforded per Federal and State of Florida, Chapter 440, Florida Statutes with minimum statutory limits or elective exemptions as defined in Section 440, Florida Statutes. Any person or entity performing work for or on behalf of CSBD must provide Workers' Compensation insurance. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against CSBD and the CSBD governing boards, their officers, directors, employees, and volunteers for all losses or damages. The Workers Compensation Policy must include Employers' Liability with minimum limits of \$100,000 for each accident. CSBD requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from others or equivalent.

Participants on a work experience assignment subsidized with WIOA funds under this Sub-grant Agreement are covered for work related injuries by the State of Florida and in the event of an injury Sub-Grantee shall coordinate with the CSBD VP of Human Resources to coordinate coverage.

d. Non-Owner Coverage

Business Automobile Liability insurance for all Owned, Hired, Scheduled, and Non-Owned vehicles coverage for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. CSBD, the CSBD governing boards, their officers, directors, employees, and volunteers shall be named as additional insureds on the certificate of insurance. If Sub-Grantee does not own vehicles, Sub-Grantee shall have the option to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of an endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy. The insurance must be an occurrence form policy.

Directors and Officers, Employment Practice Liability and Errors and Omission Coverage

Non-governmental Sub-Grantees shall maintain Directors and Officers Liability Insurance, which shall include Employment Practice Liability and Errors and Omission Coverage. Errors and Omission Coverage may not be paid for with WIOA funds, Coverage shall be in the amount of at least one million dollars (\$1,000,000.00) and shall name CSBD Employment Solutions as an additional insured as required herein.

4.23 Independent Sub-Grantee

The Sub-Grantee understands and agrees that it is an independent contractor and no provision of this Sub-grant Agreement shall be construed as creating an agency or employment relationship between CSBD and Sub-Grantee or Sub-Grantee's employees.

4.24 Indemnification Applicable to State Agencies and Governmental Entities

If Sub-Grantee is a state agency as defined in Chapter 768.28, Florida Statutes, Sub-Grantee agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Sub-Grantee as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Sub-grant Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Sub-grant Agreement. To the extent considered necessary by CSBD any sums due Sub-Grantee under this Sub-grant Agreement may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Sub-grant Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

4.25 Conflict of Interest

4.25.1 Sub-Grant Agreement warrants that they did not solicit, pay, or offer some other form of consideration to any BWDB or CSBD Council Member, CSBD staff person, or other elected official or public officer in order to obtain this contract award.

4.25.2 Sub-Grantee assures that it is in compliance with the WIOA and other federal and state applicable conflict of interest restrictions.

4.25.3 Sub-Grantee agrees to abide by CSBD's Code of Conduct or with its own organizational Code of Conduct so long as it meets the minimum standard set forth in 2 CFR 200.

4.25.4 Neither Sub-Grantee nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Sub-Grantee's loyal and conscientious exercise of judgment related to performance under this Sub-Grant Agreement.

4.25.5 Sub-Grantee agrees that none of its officers or employees shall during the term of this Sub-Grant Agreement serve as an expert witness against CSBD, the CSBD Council of Elected Officials, or the BWDB, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CSBD or the BWDB or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

4.25.6 In the event Sub-Grantee is given written authorization from CSBD to utilize subcontractors to perform any services required by this Sub-Grant Agreement Sub-Grantee agrees to prohibit such subcontractors by written contract, from having any conflicts as within the meaning of this section.

4.26 Applicability of Governing Laws

This Sub-Grant Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation arising out of or concerning this Sub-Grant Agreement shall be in Broward County, Florida.

In addition to other indemnification and assumption of liability agreed to herein, Sub-Grantee shall be responsible for the cost of legal defense awards, damages, penalties and/or fines for claims brought against Sub-Grantee and also naming

CSBD for acts of commission and/or omissions on the part of the Sub-Grantee in relation to employees, consultants, agents or persons providing goods and/or services under this Sub-grant Agreement. Sub-Grantee may secure Directors and Officers Liability Insurance for coverage of such contingencies. Costs attributable to such coverage may be paid for with funds provided under this Sub-grant Agreement so long as it they are budgeted for within the line items of the budget attached as Exhibit A.

4.27 Sub-Grant Agreements in Excess of \$100,000.00

To the extent this contract is funded in excess of one hundred thousand dollars (\$100,000.00) of federal grant funds Sub-Grantee shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

4.28 Representation Regarding Quality

4.28.1 Sub-Grantee represents that all person delivering the services required by this Sub-grant Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof to adequately and competently perform the duties, obligations, and services set forth in this Sub-grant Agreement and to provide and perform such services to CSBD's satisfaction for the agreed compensation.

4.28.2 Sub-Grantee shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of services under this Sub-grant Agreement.

4.28.3 Sub-Grantee shall perform its duties, obligations, and services under this Sub-grant Agreement in a skillful, respectable and cost-conscious manner. The quality of Sub-Grantee's performance and all interim and final product(s) provided to or on behalf of CSBD shall be comparable to the best local, state and national services.

4.29 Transportation Requirement

If participants are to be transported and Sub-Grantee is receiving WTP funds Sub-Grantee shall comply with the provisions of F.S. 427 and Rule Chapter 41-2 FAC.

4.30 Health Insurance Requirements

4.30.1 Except for exemptions identified in the statute or regulations federal funds may not be used to enter into or renew a contract for health insurance coverage which includes a provision for drug coverage unless the contract includes a provision for contraceptive coverage. P.L. 115-141, Division E, Title VII, Section 726.

4.30.2 Health coverage must comply with the restriction on abortions Pursuant to P.L. 115-141, Division H, Title V, Sections 506 and 507.

4.31 E-Verify

4.31.1 Sub-Grantee agrees to comply with Florida Statutes 448.095 and shall:

- a. Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,
- b. Not employ, contract with, or subcontract with an unauthorized alien
- c. Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.

4.32 Prohibition on certain telecommuting and video surveillance services or equipment 2 CFR 200.216

4.32.1 Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.”

4.32.2 In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

4.33 Statutory and national policy requirements 2 CFR 200.300

The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

4.34 Executive Compensation

The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 324, 41 U.S.C. 4304 and 4310.

- 4.35 To the extent applicable Sub-Grantee shall comply with 2 CFR 200.322 Domestic preferences for procurement.
- 4.36 To the extent applicable Sub-Grantee shall comply with 2 CFR 200.323 Procurement of recovered materials.

END OF ARTICLE 4

ARTICLE 5

PROGRAM REQUIREMENTS

5.1 Monitoring

5.1.1 Sub-Grantee's Responsibility

Sub-Grantee shall develop a monitoring protocol for the programs being provided under this Sub-Grant Agreement as well for their fiscal operations and shall provide for the self-monitoring of their programs in accordance with Article 7.

5.2 Access to Records

5.2.1 Availability of Records

- a. At any time during the term of this Sub-Grant Agreement, or at any time during the record retention period following termination of this Sub-Grant Agreement, Sub-Grantee shall make all contracts, invoices, payroll records, personnel files, and any and all other records relating to the program, funded by this Sub-Grant Agreement, available and shall permit the Secretary of Labor, Comptroller General, the Governor, CSBD or their designated representatives to conduct on site or virtual evaluations, audits, investigations, and monitor program performance to ensure compliance with the terms of the Sub-Grant Agreement and amendments hereto.
- b. Sub-Grantee shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Sub-Grantee pertaining to any program funded by this Sub-Grant Agreement or amendment hereto, available to CSBD in Broward County, to the Comptroller General of the United States, the federal government and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost.
- c. Sub-Grantee shall assure that program and fiscal records are available to the monitors at the time of the start of all monitoring visits. CSBD shall provide Sub-Grantee with a schedule of monitoring visits.

5.2.2 Freedom of Information

Records maintained in support of the program funded by this Sub-Grant Agreement are not subject to the Freedom of Information Act (5 U.S.C. 552).

5.3 Record Retention

5.3.1 Five Year Retention Requirement

Sub-Grantee shall keep copies of all records, accounts, and documents pertaining to the operation of this Sub-Grant Agreement or any amendment hereto for not less than five (5) years following the expiration of this Sub-Grant Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Sub-Grant Agreement or amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

5.3.2 Title to Records Vests with CSBD

Sub-Grantee understands and agrees that the records it maintains for programs funded by this Sub-Grant Agreement are CSBD's property and are maintained for the benefit of CSBD. Therefore, Sub-Grantee shall not dispose of any records without the prior written consent of CSBD and in the event of a termination of the Sub-Grant Agreement shall either return all records to CSBD or shall maintain the records in accordance with the terms and conditions of this Sub-Grant Agreement and in a manner which will make them accessible through the record retention period.

5.3.3 Property Records

Sub-Grantee shall maintain all records pertaining to any property purchased with funds under this Sub-Grant Agreement for five (5) years following final disposition of that property. For purposes of this section, final disposition shall include a return of the property to CSBD. Any property returned to CSBD must be accompanied by all original records or certified copies thereof pertaining to the property.

5.3.4 Retention Period Commencement

The retention date of records shall commence with the termination of this Sub-Grant Agreement or any amendment hereto.

5.3.5 Production of Reports and Records

Sub-Grantee understands and agrees that when requested, Sub-Grantee shall complete and furnish to CSBD all forms, reports, documents, and program/fiscal records, within ten (10) days of said request unless other timeframes are required under this Sub-Grant Agreement. Failure to comply with this provision will result in CSBD's withholding the Sub-Grantee's reimbursement until such time that the Sub-Grantee complies with CSBD's request.

5.4 PELL Grants and Other Financial Aid

5.4.1 Application for PELL

Sub-Grantee shall assist all CSBD participants, referred or approved to receive tuition assistance for training, with the application process for PELL Grants, or other federal, state, or local financial assistance as appropriate.

5.4.2 Coordination of PELL, Other Awards and WIOA

If Sub-Grantee is a Title IV eligible educational institution under the Higher Education Act, or is referring participants to training with such institutions, the institution's financial aid officer, or contractor, as appropriate, shall inform CSBD and or their contractor of the amounts and disposition of HEA Title IV awards and all other financial aid afforded to participants enrolled with the Title IV eligible educational institution within fifteen (15) days of the financial award. If tuition is included in the contract budget, the budget shall be subject to amendment in order to de-obligate or reprogram funds set aside for tuition and not used in order to avoid duplicate payments.

5.5 Enforcement of Sub-Grant Agreement Terms

The failure of CSBD to strictly enforce any of the provisions of this Sub-Grant Agreement, or to require strict performance by the Sub-Grantee of any of the provisions herein, shall in no way be construed to be a waiver of such provisions or any other provision contained herein nor shall it in any way affect the validity of this Sub-Grant Agreement or any part hereof, or waive the right of CSBD to enforce each and every provision herein. The Sub-Grantee is responsible for fulfilling all terms and conditions of this Sub-Grant Agreement. While CSBD may monitor the Sub-Grantee's performance under this Sub-Grant Agreement, the Sub-Grantee remains solely responsible for its performance. CSBD's monitoring of the Sub-Grant Agreement shall not constitute a notice, acceptance waiver or modification of any term or condition. Terms and conditions may only be modified by written contract amendment as specified herein.

5.6 Audit

5.6.1 Governmental, Public and Private-Not-For-Profit Entities Requirement to Audit

- a. Sub-Grantee shall provide for the conduct of an external audit of the program funded by this Sub-Grant Agreement and any amendments hereto if total aggregate expenditures of federal funds received from any source total seven hundred and fifty thousand dollars (\$750,000.00) or more in any fiscal year. The audit shall be conducted in accordance with the provisions of the Federal Single Audit Act of 1996, as amended and in compliance with State of Florida requirements, and 2 CFR 200 Part F. In determining the federal awards expended in its fiscal year, Sub-Grantee shall consider all sources of federal awards. The determination of amounts of federal awards expended should be in accordance with 2 CFR 200 Part F.
- b. Audits shall cover the entire recipient organization for the organization's fiscal year. Compliance findings related to contracts with CSBD shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met if a match was required. All questioned costs and liabilities shall be fully disclosed in the audit report and if related to an award from CSBD to Sub-grantee shall reference the CSBD contract involved.

5.6.2 Commercial Entities Requirement to Audit

Commercial organizations receiving in excess of seven hundred and fifty thousand dollars (\$750,000.00) a year of federal grant funds, whether from CSBD or other funding sources, shall conduct a program specific independent financial and compliance audit in accordance with GAAS, or an organization wide audit conducted in accordance with 2 CFR 200 Part F that includes the federal funds received and the program conducted, within its scope. Reference 20 C.F.R. Part 667.200 (b)(2)(ii) and 45 C.F.R., Part 74.26 as they apply to WIOA and WTP funds.

5.6.3 Reimbursement for Audit Expense

Sub-Grantee agrees that although funds might be allocated in their budget for audit expense, they will not seek reimbursement from CSBD for the costs of any audit in whole or in part, for any fiscal year in which their expenditure of federal funds regardless of the source of receipt of those federal funds does not exceed seven hundred and fifty thousand dollars (\$750,000.00).

5.6.4 Period of Performance

- a. Audits must be conducted, completed, and submitted within thirty (30) days of the receipt of the Audit Report following termination of this Sub-Grant Agreement or within nine (9) months after the end of the audit period which ever comes sooner.
- b. Failure to submit an Audit Report, as required, may result in the withholding of payments due Sub-Grantee under this or any other Sub-Grant Agreement in place with CSBD.

5.6.5 Identification of Program Income

Audit Reports shall include a schedule identifying program income as defined herein.

5.6.6 Disallowed and Questioned Costs

- a. Sub-Grantee shall be liable to CSBD for any disallowed or questioned costs that Sub-Grantee or CSBD incurs as a result of Sub-Grantee expending funds in violation of this Sub-Grant Agreement or in violation of federal, state or local statutes, regulations, rules, policies, or procedures.
- b. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to CSBD by Sub-Grantee within thirty (30) days of the issuance of the report.

5.6.7 Audit Resolution Procedures

Sub-Grantee agrees to be subject to the monitoring, review and audit resolution procedures established by CSBD, the State of Florida or the applicable federal agency and to cooperate with CSBD in the event that resolution cannot be achieved at CSBD's level.

5.6.8 Deduction from Monies Due Sub-Grantee

If this or any other Sub-Grant Agreement is in effect at the time of the identification of a questioned or disallowed cost, or a credit that is due CSBD, CSBD may deduct the amount disallowed/questioned from any reimbursements or payments due Sub-Grantee.

5.6.9 Failure to Discover

CSBD's failure to either promptly discover or demand prompt payment for questioned or disallowed costs will not relieve Sub-Grantee from their obligation to repay the disallowance or questioned cost at the time of identification or demand.

5.6.10 Stand-In Costs

Sub-Grantee may with the written approval of CSBD and the State of Florida, substitute allowable uncharged costs or in-kind contributions, made from non-federal sources to support the program funded by this Sub-Grant Agreement, to stand in for a disallowed or questioned cost. Such contributions or in-kind payments must have been documented in Sub-Grantee's budget attached to this Sub-Grant Agreement and/or books of account as may be required by the federal rules. The expenditure must be supported by the Sub-Grantee's independent Audit Report. The uncharged costs must have been incurred in the same program year as the costs, which they are proposed to replace.

5.6.11 Expiration of the Sub-Grant Agreement

The expiration of the contract shall not affect CSBD's, the State's, or any applicable federal agency's right to audit, disallow, or question a cost, or Sub-Grantee's obligation to repay the cost.

5.6.12 Audit Requirements Upon Dissolution of Sub-Grantee's Organization or Termination of Sub-Grant Agreement

- a. In the event of the voluntary or involuntary dissolution of Sub-Grantee's organization Sub-Grantee shall inform CSBD, within twenty-four (24) hours of Sub-Grantee's knowledge of its intent to dissolve or of the involuntary dissolution of their organization, and prior to actual dissolution, agrees to allow CSBD to arrange for an immediate audit of Sub-Grantee's organization. CSBD may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Sub-Grant Agreement and any amendments hereto so that an immediate audit may be performed.
- b. Notice required by this section shall be in writing and in accordance with the Notice provisions contained herein.
- c. If Sub-Grantee is requested to provide CSBD with their records or elects to provide CSBD with all its records pertaining to this Sub-Grant Agreement or any amendments hereto they shall be delivered to the CSBD Vice President of Finance who is the designated custodian of the records for purposes of compliance with this section.

- d. Upon termination of this Sub-Grant Agreement for any reason Sub-Grantee agrees to allow CSBD to arrange for an immediate audit of Sub-Grantee's organization and/or the program/fiscal records, as appropriate. The audit may be organization wide or program specific in accordance with the requirements of the Office of Management and Budget and/or the State of Florida.

5.7 Amendments

5.7.1 Requests for Amendments

If either Sub-Grantee or CSBD wishes to modify, change, or amend this Sub-Grant Agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Sub-Grant Agreement. No such change shall be effective until approved by CSBD and/or the Sub-Grantee and a formal amendment to this Sub-Grant Agreement is executed by both parties.

1. Sub-Grantee shall not be permitted to increase staff salaries not already provided for in the budget attached hereto as Exhibit A, add new lines items or make other adjustments to the budget without a prior written contract modification request to CSBD.
2. Sub-Grantee shall not make expenditures or otherwise encumber funds prior to execution of a formal amendment.
3. Where modification requests include changes to the budget CSBD shall evaluate the cost reasonableness of the request and if appropriate justification is provided by Sub-Grantee a written amendment shall be executed.

5.7.2 Time for Requesting Amendments

Sub-Grantee may request an amendment to their Sub-Grant Agreement one (1) time per program year quarter. The deadline for the last request shall be May 15th for each year this Sub-Grant Agreement is in effect.

5.7.3 CSBD's Unilateral Rights to Amend

Sub-Grantee understands and agrees that CSBD may unilaterally amend this Sub-Grant Agreement to conform to changes in any federal or state statute, regulation, or policy which is applicable to the program funded by this Sub-Grant Agreement or any amendment hereto. CSBD shall provide Sub-Grantee with advanced written notice of such amendment.

5.7.4 Amendments for Local Conditions

Sub-Grantee understands and agrees that CSBD may amend this Sub-Grant Agreement as regards reduction in training slots and/or a redirection of training areas affecting and reducing total funds available to Sub-Grantee, as a result of economic conditions and/or employment trends within Broward County's labor market.

5.8 Copyrights, Patents, Rights in Data

5.8.1 Non-Exclusive Use and License

- a. Sub-Grantee agrees that CSBD, the State, and the federal government shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use a copyright or patent or rights in data in any copyright, patent, work, or invention developed in whole or in part with contract funds or which Sub-Grantee purchases with contract funds.
- b. CSBD may utilize products as described in paragraphs "a" above in conjunction with fee for service activities developed or operated by CSBD.
- c. Sub-Grantee agrees to comply with this section regardless of whether or not a copyright or patent has been secured or applied for in connection with the materials, products, rights in data, intellectual property or other similar materials or part thereof developed in whole or in part with funds made available under this Sub-Grant Agreement.
- d. Any breach of this section shall entitle CSBD to damages at least equal to the fair market value of the materials, products, rights in data, intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

5.8.2 Curriculum materials developed and copyrighted with non-contract funds but which may be used for this project are not subject to this section.

5.9 CSBD Policies and Procedures

Sub-Grantee agrees to adhere to all CSBD policies and procedures applicable to the operation of the program.

5.10 Prior Sub-Grant Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, Sub-Grant Agreements, and understandings applicable to the matters contained herein and Sub-Grantee and CSBD agree that there are no commitments, Sub-Grant Agreements or understandings concerning the subject matter of this Sub-Grant Agreement that are not contained in this document. Accordingly, Sub-Grantee and CSBD, agree that no deviation from the terms hereof shall be predicated upon any prior representations or Sub-Grant Agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Sub-Grantee and CSBD.

5.11 Client Confidentiality

5.11.1 Sub-Grantee Records are subject to the Florida Public Records Law, Florida Statutes section 119.07. Sub-Grantee and CSBD agree to share confidential customer and program information as necessary but only within the limits established by federal and state laws and regulations governing confidentiality.

5.11.2 Sub-Grantee acknowledges that their employees and employees of FloridaCommerce who are supervised or guided by Sub-Grantee, and any subcontractors of Sub-Grantee, receive information obtained from employers, participants and unemployment compensation claimants in the performance of their duties and in the course of delivering workforce program services. The information received may include, but is not limited to job and program applicant registrations, job orders, employer reports, unemployment compensation claims and related records. This information is confidential and Sub-Grantee agrees to safeguard the information against unauthorized disclosure in accordance with 20 CFR 603 and Florida Statutes sections 443.171(5) and 443.1715.

5.11.3 Sub-Grantee understands and agrees that Welfare Transition Program participant records are confidential and exempt from public records disclosure pursuant to 45 CFR 205.50 and Florida Statutes section 414.295, and shall assure that safeguards are in place to protect the disclosure of such records.

5.11.4 Sub-Grantee, its employees, and individuals under the supervision of Sub-Grantee and subcontractors of Sub-Grantee in the course of performing their duties who receive and utilize confidential workforce program information shall:

- a. Maintain the confidentiality of employer, employee and participant.

- b. Identity and any and all related information pursuant to state and federal law and regulations. All individuals with access to the herein described records shall sign the "Non-Disclosure and Confidentiality Sub-Grant Agreement" and return it to the CSBD Sr. Sr. Vice President of Operations. A copy of the certification statement is attached as Exhibit C, and Sub-Grantee shall execute the Data Sharing Sub-Grant Agreement (Non-Disclosure and Confidentiality Sub-Grant Agreement), attached hereto as Exhibit D.
- c. Abide by all present and future directives and CSBD policies issued in accordance with state and federal laws pertaining to workforce programs and grants, privacy requirements and data confidentiality. Official requests for information shall be handled in accordance with FloridaCommerce (formerly DEO) guidance FG 02-033, Confidentiality of Records and Public Records Requests and Subpoenas, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the FloridaCommerce website floridajobs.org.
- d. Abide by data security measures imposed by the Department of Children and Families, or any other entity as necessary to comply with the Health Insurance Portability and Accountability Act (HIPAA) and, if requested by CSBD, Sub-Grantee shall execute a Business Associate Sub-Grant Agreement for the purpose of complying with HIPAA. If required by HIPAA or other laws, Sub-Grantee shall include in its "Notice of Privacy Practices" notice of Sub-Grantee's and CSBD's uses of client's Public HIPAA Information (PHI). The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Sub-Grant Agreement.
- e. Maintain the confidentiality of individual employer identifiable data. Individual employer identifiable data within the Labor Market Information (LMI) Program is confidential pursuant to Florida Statutes sections 443.171(5) and 443.1715, and Commissioner's Order 3-04 (USDOL). Labor Market Information (LMI) includes data such as labor force, employment, unemployment, unemployment rates, mass layoffs, employment and wages by industry and occupation, and employment projections. In publishable aggregate form, this data is not confidential. This data is collected and produced through cooperative Sub-Grant Agreements with the United States Department of Labor (USDOL), Bureau of Labor Statistics, and FloridaCommerce, Labor Market Statistics. The information is collected under a pledge of confidentiality to employers and must be treated in a manner that will ensure individual identifiable data will be accessible to only authorized persons. No

information or records that would reveal the identity of any individual employer obtained from the Agency should be copied or disclosed to any party other than those authorized by Labor Market Statistics. Confidential employer information may be made available to Sub-Grantee employees and individuals under their supervision and Sub-Grantee subcontractors in the performance of their public duties including statistical research, economic forecasting, job search and training, and implementation and administration of state law.

5.11.5 Special Confidentiality Requirements Applicable to Agreements with Sub-Grantee: CSBD Safeguarding the Confidentiality of Education Records

- a. Notwithstanding any provision to the contrary within this Agreement, CSBD shall:
 - i. Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records.
 - ii. Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release.
 - iii. Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to Sub-Grantee upon request.
 - iv. Safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements.

- v. Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall, otherwise be in full be in compliance with Section 1006.1494, Florida Statutes.
- vi. Notify Sub-Grantee immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes.
- vii. Fully cooperate with appropriate Sub-Grantee staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner.
- viii. Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse Sub-Grantee any direct costs incurred by Sub-Grantee for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes.
- ix. Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.
- x. Provide Sub-Grantee with the name and contact information of its employee who shall serve as Sub-Grantee's primary security contact and shall be available to assist Sub-Grantee in resolving obligations associated with a security breach of confidentiality of education records.
- xi. Purge education records from any media owned by CSBD or which is in the sole control of CSBD once the media is no longer in use or is to be disposed.

- b. All education records shall remain the property of Sub-Grantee, and any party contracting with Sub-Grantee serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at Sub-Grantee's request, return to Sub-Grantee or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide Sub-Grantee with a written acknowledgment of said disposition.

5.11.6 Purposes of Disclosure: Sub-Grantee will provide CSBD with the education records in this section for the following purposes:

- a. To provide a paid Work Experience with Employability Skills training for In-School Youth
- b. To confirm eligibility for the WIOA program
- c. For students to be paid for work experience
- d. To provide transportation for worksite/school location
- e. To monitor student files for compliance

5.11.7 Types of Disclosure: Sub-Grantee will provide CSBD with the education records and will input these records into the CSBD DMS and Florida Commerce EF.

- a. Participant Social Security / Permanent Resident / or Green Card
- b. Participant Birth Certificate
- c. Participant Picture ID (DMV or school ID)
- d. Participant Proof of Home Address
- e. Participant Social Security Privacy Act Statement
- f. Participant Youth Participant Acknowledgement
- g. Participant Contract
- h. Participant I-9

- i. Participant Bank Authorization Form if required in order for participant to be paid
- j. Participant Application
- k. Participant Transportation Request Documentation
- l. Participant Request for Release of Information
- m. Participant Pre and Post TABE Test Scores
- n. Participant Proof of GED attainment and/or attainment of a high school diploma.
- o. Participant Grievance Procedure
- p. Participant Objective Assessment
- q. Participant Media Release
- r. Participant Department of Economic Disclosure
- s. Employment Verification
- t. Participant Time Sheets
- u. Participant Training Plan
- v. Participant Request for Bus Pass
- w. Participant Case Management Notes
- x. Participant and Family Income
- y. Participant FERPA release form
- z. Participant Test Score
- aa. Participant Proof of High School Diploma Attainment

5.11.8 In addition to the education records being disclosed by the Sub-Grantee in this section, CBBB will also have access to work and information input by students in CSBD's online platform, including: Data Management System (DMS) and Employ Florida (EF). CSBD shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and

its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into CSBD's online platform, or when CSBD engages in passive tracking of children's personal information, Sub-Grantee shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

5.11.9 Sub-Grantee will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

5.11.10 The requirements of this section shall supersede any uses and disclosures of the education records as listed in CSBD's privacy policies.

5.12 Auditing of Data Protection Controls

- a. CSBD or any of CSBD's subcontractors with access to Sub-Grantee data shall provide an attestation stating CSBD and/or CSBD's subcontractors with access to Sub-Grantee data have undergone a third-party audit and the security controls being used comply with acceptable security standards. This attestation shall be provided to Sub-Grantee within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by CSBD or by any of CSBD's subcontractors with access to Sub-Grantee data under this Agreement.
- b. At a minimum, the audit shall show what controls are used to:
 - i. Protect Sub-Grantee against unauthorized access, unauthorized disclosure, and damage;
 - ii. Reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided Sub-Grantee data;
 - iii. Ensure Sub-Grantee student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet CSBD'S objectives while also ensuring the data is protected from unauthorized use or disclosure; and
 - iv. Monitor compliance with established security controls.
- c. Additionally, CSBD and/or CSBD's subcontractors with access to Sub-Grantee data shall, at minimum, annually complete a third-party assessment of their security controls showing compliance with acceptable security standards and maintain compliance during the agreement. CSBD shall provide Sub-Grantee an attestation of continued compliance by CSBD and/or CSBD's subcontractors with access to Sub-Grantee data within ten (10) business days of written request by Sub-Grantee.

5.13 Buy American

Any equipment or goods to be purchased under this Sub-Grant Agreement shall be purchased in accordance with the Buy American Act. 41 US Code §§ 8301 through 8303.

5.14 Drug Free Workplace

5.14.1 Sub-Grantee certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.

5.14.2 Sub-Grantee shall not use any of the funds under this sub-grant for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act.

5.14.3 Sub-Grantee shall not use any of the funds under Sub-Grant Agreement to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

5.15 Headings

The headings of the sections of this Sub-Grant Agreement are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

5.16 Public Entities Crime

Sub-Grantee represents that the execution of this Sub-Grant Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Sub-Grant Agreement and recovery of all monies paid by CSBD pursuant to this Sub-Grant Agreement, and may result in debarment from CSBD's competitive procurement activities.

In addition to the foregoing, Sub-Grantee further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Sub-Grantee has been placed on the convicted vendor list.

5.17 Sub-Grant Agreement Term

5.17.1 The term of this Sub-Grant Agreement shall begin on the date it is fully executed by both parties and shall end on June 30, 2025.

5.17.2 The term of this Sub-Grant Agreement may be extended for four additional one-year periods. Renewal shall be at the option of the CSBD governing boards. The continuation of this Sub-Grant Agreement shall be subject to performance as defined herein, and the appropriation and availability of funds as described in this Sub-Grant Agreement.

5.17.3 At the end of each CSBD program year, if a new sub-grant agreement, for the same program services as provided for herein, is approved by the CSBD governing boards, or the term of this Sub-Grant Agreement is renewed by the CSBD governing boards for an additional one year period, the term of this Sub-grant Agreement shall automatically be extended from June 30, 2025 until such time as the new Agreement or amendment extending this Agreement, is approved and executed by Sub-Grantee, not to extend beyond September 30 of the calendar year following the end date of the immediately previous Agreement.

5.17.4 Sub-Grantee performance and the Sub-grant Agreement budget shall be re-negotiated at the beginning of each new program year.

5.17.5 All duties, obligations, and responsibilities of Sub-Grantee required by this Sub-Grant Agreement shall be completed no later than June 30, of the program year in which this Sub-Grant Agreement is executed. Thereafter if this Sub-Grant Agreement is extended all duties, obligations, and responsibilities of Sub-Grantee required as a result of any extension shall be completed no later than June 30, of that program year. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Sub-Grant Agreement.

END OF ARTICLE 5

ARTICLE 6

SPECIAL OBLIGATIONS

6.1 Participant Payments

6.1.1 Participants receiving work experience or on-the job training wages may not be paid for time not in attendance, holidays, or overtime. Sub-Grantees shall not certify time sheets, which provide for payment for holidays, time not in attendance, at work, or in class, as appropriate, or for overtime hours worked.

6.1.2 CSBD shall be responsible for making incentive payments available to Sub-Grantee for delivery to youth based upon funds set aside for such activities at the time of approval of Sub-Grantee's proposal and/ or budget.

6.2 Actions to be taken in the Event of an Emergency or Natural Disaster.

6.2.1 CSBD and Sub-Grantee wish to ensure that service interruptions are kept to a minimum following an emergency or disaster.

6.2.2 Sub-Grantee shall designate three (3) individuals who shall provide CSBD with cell numbers and an additional contact number is available for each of the three (3) individuals. These individuals shall be the designated liaisons regarding all communications during the period of an emergency or natural disaster. The designated liaisons will participate in CSBD's annual emergency preparedness planning process and attend required meetings on this topic.

6.2.3 Sub-Grantee agrees that in the event of an emergency or natural disaster, Sub-Grantee shall take the below listed actions where advance notice permits or is provided, preceding an emergency or disaster:

- a. Sub-Grantee shall designate the liaisons in the case of an emergency.
- b. The individuals designated as the CSBD liaison shall contact the CSBD Executive Office and shall consult with the President or Vice President regarding closure of the One-Stop Center or program office being operated by Sub-Grantee and shall close operations in accordance with CSBD President's approval.
- c. Prior to closing the one-stop or local program office, Sub-Grantee shall protect participant files, equipment and other personal property paid for with CSBD funds by securing the equipment, covering the equipment,

moving equipment away from doors or windows and/or taking such other actions to secure the equipment, personal property and participant files.

- d. The securing of equipment shall be done in accordance with the CSBD Information Technology Hurricane Preparedness Plan. Protection of other property and files must be done pursuant to a plan adopted by Sub-Grantee and approved by the CSBD President or his/her designee.

6.2.4 Sub-Grantee agrees that immediately following an emergency or disaster the designated liaison shall contact the CSBD President or Vice President to confer on the reopening of offices and the provision of services to the participants.

- a. Sub-Grantee shall adopt a plan to ensure that information regarding resumption of services is communicated to all workers/staff in the One-Stop Centers or program offices. An example of such a plan might include a telephone tree.
- b. It shall be the responsibility of Sub-Grantee's liaison to go out as soon as possible after an emergency or disaster to survey their offices. The liaison shall report any damages to the buildings or premises, downed trees, downed power lines, obstructions to access as well as power outages, water damage and water stoppages to the CSBD President or his/her designee.
- c. Sub-Grantee shall Notice CSBD regarding the continuation or inability to continue services to participants following an emergency or disaster.

END OF ARTICLE 6

ARTICLE 7

SCOPE OF WORK

7.1 Program Description In-School Youth (ISY)

Sub-Grantee shall conduct an ISY program for fifty (50) WIOA eligible in-school youth, who are high school seniors.

7.2 Recruitment

7.2.1 Sub-Grantee shall recruit 50 youth.

- a. Sub-Grantee shall recruit sufficient youth resulting in 50 high school senior youth enrollments. The youth shall be in the second semester of their senior year and expected to receive their High School Diploma in May/June of the program year, each year that this Sub-grant Agreement is in effect
- b. As CSBD ISY expenditures are dependent on overall out-of-school youth expenditures, Sub-Grantee may not backfill or over enroll additional youth without written approval from CSBD,
- c. Youth shall be recruited during the first two (2) semesters of the school year and shall be provided with financial literacy and employability skills prior to being assigned to a work experience.

7.2.2 Prior to enrollment and as a part of the application and orientation process Sub-Grantee's program staff shall provide an orientation and overview regarding the program.

- d. Staff shall review the benefits of the program to prospective participants.
- e. Sub-Grantee shall explain the relationship between CSBD, Sub-Grantee, and the youth, if they enroll in this program.
- f. Youth shall be informed that guidance, support costs, and wages for a work experience/ internship will be funded through CSBD.

7.2.3 Youth recruited shall be assessed prior to enrollment in the CSBD program for their suitability and a determination of whether the youth has the qualifications to be successful in the program.

- 7.2.4 Veterans and their eligible spouses shall receive a priority of service in accordance with 20 CFR Part 1010 Priority of Service for "Covered Persons," when recruiting and enrolling youth into the program.
- 7.2.5 To obtain progress information about youth in the program Sub-Grantee shall require youth to sign a FERPA release or other applicable release in accordance with Article V Section 5.11 above. Youth who refuse to sign the release shall not be enrolled.
- 7.3 Participant Eligibility Certification, Assessment and Development of the Individual Service Strategy
- 7.3.1 During the course certification and throughout the delivery of the program Sub-Grantee will collect information and documentation necessary under federal and state grant program rules. This shall be done subject to privacy laws as described in Article 5 section 5.11 paragraphs "e" and "f". Article 7 is to be read as if Article 5 section 5.11 paragraphs "e" and "f" are fully laid out, described and written into Article 7.
- 7.3.2 Sub-Grantee shall be responsible for participant eligibility certification which shall include an eligibility determination and assessment in accordance with WIOA. Prior to enrolling a youth into EF Sob-grantee shall review the youth's eligibility and assessment information with the CSBD Program Manager who shall approve the enrollment via email addressed to Sub-Grantee.
- 7.3.3 Sub-Grantee shall be responsible for assisting the youth in assembling the documentation necessary for WIOA eligibility determination.
- a. Sub-Grantee shall perform a review of all eligibility documentation to ensure that the individual is eligible for WIOA services.
 - b. Sub-Grantee shall have youth complete the WIOA registration form which must be signed by the participant and entered into EF. Youth shall not be considered enrolled until they receive a program service. Once a participant is enrolled and entered into EF this will constitute an official enrollment into the program, and the data will be used when computing Sub-Grantee's performance.
 - c. Sub-Grantee shall inform youth enrolled into the WIOA program of their responsibility regarding remediation, training, post-tests, attendance, work experience, and unsubsidized employment or post-secondary school upon exit, as well as the advantages associated with improving their basic skills levels as it applies to life and employability skills.

7.3.4 All youth to be recruited and enrolled in this program must meet WIOA eligibility criteria for ISY.

7.3.5 Sub-Grantee must determine ISY status at the time of program enrollment and as the first step in determining WIOA eligibility for this program for purposes of this Agreement youth must be enrolled and attending high school; **and also be:**

- a. A resident of Broward County, and
- b. A US citizen or have I-9 documentation indicating they are eligible to work in the United States.
- c. Meet the federal definition of economically disadvantaged, or be documented as disabled, or if declaring themselves independent of their family for purposes of income must present documentation of their independent status from an independent third party, or provide corroborating documentary support from a non-family member attesting to the fact that they have direct knowledge that the youth is no longer living at home, such as a notarized statement from a pastor, group home director, or other reliable individual with direct knowledge of the youth's circumstances, or live in a high poverty census tract as defined by the State; **and**
- d. Have one (1) or more of the following WIOA youth barriers:
 - i. Deficient in basic literacy skills
 - ii. An English Language Learner
 - iii. A homeless individual as defined by WIOA
 - iv. A runaway
 - v. In foster care, aged out of foster care, in an out of home placement or eligible for foster care
 - vi. Pregnant or a parent
 - vii. An Offender
 - viii. An individual with a disability including a documented learning disability.

- 7.3.6 Upon enrollment into the program, Sub-Grantee shall ask youth to provide current contact information. Information should include, but not be limited to: name, address, and phone/cell phone number of relative not living in youth's household, best friend's cell phone number, youth's email address, and all social media accounts, if applicable.
- 7.3.7 Sub-Grantee shall assess youth to determine:
- a. Whether they are appropriate for the program and can meet the WIOA performance requirements at exit prior to enrollment into the program.
 - b. Their career interests and academic goals using instruments available through the School Board of Broward County.
- 7.3.8 Sub-Grantee shall complete a Career Pathways Plan for each youth registered and enrolled in the program. As a part of the assessment of each youth, Sub-Grantee shall identify any of the 14 WIOA youth elements appropriate and needed by the youth and shall include the element(s) in the youth's ISS. Youth shall be referred to community partners for any of the 14 elements not provided by Sub-Grantee. The WIOA fourteen elements are:
- a. Leadership skills development
 - b. Employability skills training
 - c. Study skills training, instruction, and dropout prevention services
 - d. Alternative secondary school services and dropout recovery services
 - e. A work experience aligned with the youth's career plan.
 - f. Comprehensive guidance and counseling
 - g. Adult mentoring by Sub-Grantee staff
 - h. Tutoring
 - i. Occupational skills training
 - j. Education offered concurrently with workforce preparation and training
 - k. Supportive services
 - l. Follow-up

- m. Financial literacy education
- n. Entrepreneurial skills training
- o. Labor Market Information
- p. Post-secondary preparation and transition activities

7.3.9 Following eligibility determination, staff shall develop an Individual Service Strategy Plan (ISS) and Career Pathways plan with each youth to be enrolled in the program. These plans will be used to identify the participant's program activities, and track their progress in the individual components of the program design. The ISS shall be modified to reflect participant's progress in program activities and achievement of program goals as necessary. This mutual planning process will enable each participant to develop ownership of the plan and learn, through the process, how to make choices and actions that will lead directly to specific outcomes.

7.3.10 Individuals entering the program will begin through an intake and assessment process which shall consist of the following:

- a. A review of all eligibility documentation to ensure that the individual is eligible for services.
- b. Completion of the registration form which must be signed by the participant.
- c. All participants shall be basic skills assessed for purposes of determining basic skill levels. Sub-Grantee may use basic skills assessments taken within the past 6 months rather than additional testing if available. The assessment shall be a critical tool in determining participant's suitability for the program.

7.3.11 Sub-Grantee shall enter participant registration for WIOA youth into Employ Florida. Once a participant is entered into Employ Florida this will constitute an official enrollment into the program, and the data will be used when computing Sub-Grantee's performance.

7.3.12 Program staff shall create only one (1) student file that is maintained at the school site or at the district office once a participant is enrolled. Sub-Grantee shall scan all records into CSBD's Document Management System (DMS).

7.3.13 Youth shall receive an orientation at the beginning of the program and the youths' parents/guardians/relatives shall be informed of the youths'

participation in the program.

7.4 Program Services to be Provided to the Youth

7.4.1 To encourage youth to complete high school and to keep them attached to their academic studies and environment all youth shall be placed in a work experience to learn the connection between education and work.

- a. All youth shall be provided leadership and employability skills training prior to being assigned to a work experience.
- b. Youths' work experience activities shall be aligned with the youth's career and academic goals and shall be noted in the case file.
- c. Sub-Grantee shall be given a budget to use for work experience wages. Based upon the budget Sub-Grantee shall determine the total hours to be assigned to each youth. Sub-Grantee shall be responsible for managing the funds set aside for the work experience.
- d. Sub-Grantee shall develop a written plan for the delivery of the work experience activities which shall be provided to the CSBD Youth Program Manager within thirty days (30) of Sub-grant execution so that the funds set aside for work experience are expended within the CSBD program year.
 - i. The hourly wage to be paid to the youth.
 - ii. The number of weeks the youth will be assigned to a work experience.
 - iii. The number of days per week the youth will participate in the work experience.
 - iv. The number of hours per day the youth will be assigned to the work experience.
 - v. Sub-Grantee shall update a spreadsheet to provide a work experience report to the CSBD Youth Program Manager on a weekly basis listing the name of each youth assigned to a work experience, the total hours assigned to each youth's work experience, the hours worked, and the name/location of the host work site.
- e. Sub-Grantee shall be responsible for the development of the worksites for the youth receiving a work experience.

- f. All youth placed into a work experience shall be vetted through the E-verify system prior to placement into a work experience.
- g. Sub-Grantee shall assure that each youth assigned to a work experience has a detailed training plan, which outlines the participant's job duties on the worksite and the skills to be learned.
- h. Sub-Grantee shall assure that Case Managers enter case notes that describe the timeframe, placement, and progress of the youth.
- i. Youth's wages shall be set each year this Sub-grant Agreement is in effect. For the first program year youth shall receive a wage of up to \$14.00 an hour for their work experience. Youth shall be limited to up to 20 hours a week of work experience. Sub-Grantee shall be responsible for determining the length of the work experience however the duration of these activities shall not exceed five (5) months or the date of graduation whatever is sooner as may be further limited by the available budget.
- j. The work experience may be with Sub-Grantee, a public, private not for profit or for-profit sector employer willing to serve as a host worksite. All worksites shall be covered by a worksite agreement. A training plan using the CSBD training plan document shall be developed for youth assigned to a worksite within Sub-Grantee's organization. Sub-Grantee shall assure timesheets are properly completed so that the youth can be entered into the CSBD work experience payroll system. An additional host worksite agreement shall not be necessary. This Sub-grant Agreement terms and conditions shall apply to the work experience.
- k. Sub-Grantee shall be responsible for tracking and monitoring participants' hours of work on a weekly basis, maintaining signed time sheets for the participants.
- l. Sub-Grantee shall use the CSBD payment system for the work experience wages.

7.4.2 Sub-Grantee shall observe and counsel the youth and as appropriate shall direct the youth to dropout prevention services consisting of tutoring, study skills and instruction.

7.4.3 Twelve (12) Month Follow-Up

- a. Following program exit, Sub-Grantee shall maintain weekly and/or monthly on going communication with participants as deemed appropriate for each youth through the end of the fourth (4th) quarter after participant's exit from the program.
- b. Sub-Grantee shall provide assistance as necessary with any identified issues through the fourth (4th) quarter after exit.
- c. Follow-up may be conducted using the internet, phone conversations, e-mail, texting, and other social media to confirm the student is continuing in the last known positive post-secondary environment. If not in an acceptable activity, counseling and employment related support shall be provided to assist the youth in returning to their post-secondary activity or finding another job. It should be stated in the case notes that the youth is informed that all services are still available to them.
- d. Sub-Grantee shall record follow up for each youth in a case note entered into Employ Florida on a monthly basis.
- e. If during follow- up it is determined that a youth has lost their job or is no longer attending a post-secondary education program, Sub-Grantee shall immediately re-engage youth and offer employment support services to youth to assist them in returning to school or employment as appropriate. Any services provided shall be entered into the Employ Florida follow-up screens with the follow up codes.
- f. Sub-Grantee will continue to provide follow-up to students for up to twelve (12) months from their date of exit from the program so long as **they are receiving funding from CSBD.**

7.4.4 Youth Program Design Participation

- a. Youth and parent input shall be sought through questionnaires, surveys, focus groups or such other tools as Sub-Grantee deems appropriate and suggestions received shall be considered and discussed with CSBD.
- b. Sub-Grantee may incorporate appropriate recommendations into the program design during future cohorts.

7.4.5 Graduation

- a. One hundred percent (100%) of the youth enrolled in the program shall receive measurable skills gain prior to June 30 of the program year during

which they are enrolled.

- b. Ninety-five percent (95%) of the youth enrolled in the program shall graduate and receive their high school diploma prior to June 30 of the program year during which they are enrolled.

7.4.6 Placement

- a. Sub-Grantee shall be responsible for placing all youth exiting the program into unsubsidized employment, post-secondary school, or the military.
- b. Sixty (60) days prior to graduation Sub-Grantee shall work with youth to develop resumes and begin the job application process if they are not going on to post-secondary school.
- c. All exits shall be reviewed and approved by the Youth Program Manager prior to exiting the youth from the system.

7.4.7 Twelve (12) Month Follow-Up

- a. Following program exit, Sub-Grantee will maintain weekly on-going communication with participants for the first three (3) months and shall provide assistance with any identified issues through the fourth (4th) quarter after exit. Follow-up shall be conducted using the internet, phone conversations, e-mail, texting, and other social media to confirm the student is continuing in the last known positive post program environment.
- b. If during follow-up it is determined that a youth has lost their job or is no longer attending a post-secondary education program, Sub-Grantee shall immediately re-engage youth and offer employment support services to youth to assist them in returning to school or employment as appropriate. Any services provided shall be entered into the EF Follow-up screens using the Follow-up codes.
- c. Sub-Grantee agrees that if this Agreement is renewed, Sub-Grantee will continue to provide follow-up to students through the fourth (4th) quarter after the youth's exit from the program.
- d. If youth go on to post-secondary school, teachers will be assigned to maintain communication with both the student and the matriculating faculty and staff to monitor attendance, academic progress, provide support and needed resources in the post-secondary setting through the retention period.

- e. Job coaches and teachers will conduct data checks monthly on all students in both the employment setting and/or post-secondary setting, to monitor attendance, progress and supervisor feedback.
- f. Program staff shall conduct a one (1) year Follow up visit during the fourth quarter (4th) after exit for students in the workplace to monitor progress after grant program completion. Student progress will be monitored and maintained in the student's Career Pathway planner.
- g. Sub-Grantee shall employ the following strategies to track students throughout the program and through the fourth quarter (4th) after exit:
 - i. Communication with students face to face or via e-mail, cell phone/text messaging, home telephone or mailings.
 - ii. Monitoring students' weekly attendance and performance.
 - iii. Contact with instructors.
 - iv. Verification of employment.
 - v. Communication with employer.
 - vi. Verification of post-secondary enrollment.
 - vii. Communication with parents/guardians/relatives or adult supporter.
 - viii. A card provided prior to exit with essential numbers and contacts.

7.5 Participant Counseling and Case Management

- 7.5.1 Sub-Grantee staff will work to forge a bond with the youth as "caring adults," willing to deliver holistic services that support the entire family unit, whenever possible.
 - a. Sub-Grantee shall create a spread sheet identifying the youth assigned to each teacher facilitator.
 - b. The spread sheet shall be updated monthly to include the youth's name, state ID, WIOA Enrollment Date, training start date, Projected completion date, actual completion date, case closure date and closure reason.

- c. The spreadsheet shall be made available to the CSBD Youth Program Manager electronically following each monthly update.
- 7.5.2 Sub-Grantee shall develop a team-meeting schedule to provide each student with scheduled counseling dates throughout the program to address academic outcomes, internships, job shadowing, and job placement.
- 7.5.3 Counseling will be provided throughout the school year through on-site visits, home visits, email, phone calls, and home communication.
- 7.5.4 The program teacher will schedule meetings on a regular basis with students to review Career Pathway timelines and goals.
- 7.5.5 Program teachers and job coaches will maintain student portfolios that will contain academic data reports to determine academic learning gains, and goal outcomes.
- 7.5.6 Quarterly data chats will be conducted with teachers and students to review determined career pathway goals and timelines.
- 7.5.7 All youth shall have sufficient opportunity to interact with facilitators and program staff, and to be the recipient of all program benefits by using techniques that have validated success and encourage retention such as:
- a. Teachers as caring adults providing comprehensive guidance.
 - b. Teachers delivering academic tutorial/remedial support.
 - c. Career awareness, planning/readiness.
 - d. Referrals for other services.
- 7.5.8 Staff shall serve as a liaison between the participants and the GED facilitators/instructors and intercede on their behalf as necessary.
- 7.5.9 In the event a participant's attendance decreases, staff shall conduct home visits to re-engage youth. In the event a student is absent from school or their work experience for three (3) consecutive days, the Sub-Grantee will make every effort to follow-up with the student and provide counseling including home visits, and/or parent contacts.
- 7.5.10 Sub-Grantee staff will present "wrap-around" services, added value, and incentives that the program provides. Youth will be advised that it is a privilege to be in the program and will be presented with their in-kind

responsibilities and requirements.

7.5.11 Counselors will address study habits, progress, performance, and personal problems.

7.5.12 Youth will receive counseling and job coaching. Facilitators/teachers will serve as brokers and advocates for the participants. Female participants will be counseled on the benefits of non-traditional careers.

7.5.13 Case management and counselor contacts shall be documented through student and counselor logs, and progress reports. Records of student attendance for counseling will reflect all case management and counseling contact with students. All case management notes shall be recorded in Employ Florida.

7.5.14 Case management notes shall be entered:

- a. Biweekly for each participant in the program based upon counselor/case manager contact with the participant.
- b. More often than biweekly to document events, progress, challenges, and activities as they occur.

7.5.15 Case notes shall record all customer service activities including but not limited to assessment, career training and planning, development of the youth's employment plan and individual service strategy, support services provided as well as justification of need for the support services, job matching, placement and follow-up.

7.5.16 Case notes shall include the monitoring and documentation of each youth's services and outcomes on an individual activity basis and on a case-by-case basis. It is not expected that all youth will be provided every allowable WIOA activity or WIOA youth element. The case manager's determination of which services are appropriate for the youth in their caseload shall be documented.

7.5.17 Sub-Grantee's shall monitor case notes on a bi-weekly basis to assure staff is entering youth activities and program events with sufficient specificity such that any new staff assigned to case manage the youth will be aware of the youth's participation and progress and will be able to take over the case.

7.6 Participant Incentives

7.6.1 Incentives may be offered to the youth depending upon funding availability.

- 7.6.2 Youth will be eligible to earn a performance incentive in an amount to be determined by Sub-Grantee and CSBD, each year based upon the availability of funds. Incentives shall be tied to performance attainments.
- 7.6.3 A performance incentive plan shall be submitted to the CSBD Youth Program Manager within thirty (30) days of execution of this agreement.
- 7.6.4 Incentive or other payments to students shall be issued by the CSBD Fiscal Department.
- 7.7 Participant Time, Data Entry, File Maintenance, Attendance, and Wages
 - 7.7.1 If work experience/internship payments are to be made to the youth, CSBD shall inform Sub-Grantee of the payment date and amount. Sub-Grantee shall be responsible for keeping verified time and attendance documentation and for coordinating payroll distribution with the CSBD Finance Department staff.
 - 7.7.2 Sub-Grantee will be responsible for monitoring and making sure that students fill out time sheets for days daily. Sub-Grantee staff must approve and co-sign participant time sheets before submitting them to CSBD.
 - 7.7.3 Sub-Grantee shall assure that individuals approving time sheets are not responsible for the distribution of any youth payments.
 - 7.7.4 Youth who receive payments will be paid one (1) week in arrears and shall be paid biweekly. Time and attendance documentation shall be submitted to CSBD by Tuesday at 10:00 A.M. of the pay week in order for CSBD to generate the participant payroll. Payroll for youth in Sub-Grantee's programs shall be processed in accordance with the procedure agreed to between CSBD and Sub-Grantee.
 - 7.7.5 Youth who receive a work experience payment from CSBD will not be paid for holidays, overtime, leave time, vacation time, sick time, or other leave. Youth must not work on holidays. Time sheets must be monitored to assure that pay is only requested for allowable time actually worked. All other time worked will be the responsibility of the Sub-Grantee. Students may not make up vacation, holiday, or sick time hours.
 - 7.7.6 Sub-Grantee shall use tickler dates prior to the future critical dates to assure data entry occurs on or before the effective dates. Staff shall enter case notes into EF within three (3) days of a recordable event and ensure that case files are properly maintained. All case files will be routinely reviewed to assure that they are accurate, complete and up to date. Checklists must be put in place to verify that all essential information is in the case file.

- 7.7.7 Mistakes made in reporting student information will be corrected in compliance with state guidelines. If the mistake is not correctable internally or on the state level, they will be documented with a case note to assure a clear audit trail.
- 7.7.8 Sub-Grantee shall maintain only one (1) file for each youth in accordance with the structure in DMS.
- 7.7.9 Documents to be maintained / scanned into the CSBD data management system (DMS) include:
- a. Eligibility documents including, picture ID, social security card, family income when required, documentation of barrier when required, public assistance when required, selective service for all males, school status, citizenship, and assessment which must all be part of each youth's participant file.
 - b. Teacher case notes, referral forms, transportation vouchers, progress reports, financial aid reports, monthly evaluations, timesheets, pre and post-tests, all of which should be entered into EF and shall be maintained in the youth file.
 - c. All case notes should reflect the activity, program and services provided to the youth.
 - d. WIOA Career Plan/ISS.
 - e. Career Pathways Plan.
 - f. Employment Verification Forms, Employer Contact Forms.
- 7.7.10 Sub-Grantee shall maintain a separation of duties so that staff assigning youth to worksites shall not be same as staff approving participant time and attendance. Staff who collects time and attendance documentation may not be the same staff as those approving/certifying participant time and attendance.

7.8 Program Staffing

- 7.8.1 Sub-Grantee shall hire the requisite staff necessary to meet the project objectives and in accordance with the budget attached as Exhibit A.
- 7.8.2 Program staff will possess Florida Department of Education Teacher Certification or a similar certification in counseling, or social work.

- 7.8.3 All teacher facilitators funded under this Agreement shall be assigned a caseload. The caseload shall be evenly distributed among the facilitator teachers hired under this Agreement.
- 7.8.4 All staff hired shall meet the hiring requirements and clearance procedures of the School Board of Broward County, Florida.
- 7.8.5 Sub-Grantee shall hire staff in a timely manner in order to assure that the program is fully staffed at the inception of the program. Sub-Grantee shall ensure that positions that become vacant during the program year are advertised and filled within forty-five (45) days of the vacancy occurring to assure the case manager to caseload ratio remains constant. The filling of vacancies for positions funded by this Agreement shall not be affected by hiring freezes applicable to other staff positions.
- 7.8.6 The Director of CTACE will provide oversight and guidance to the program coordinators.
- 7.8.7 Program staff shall be state certified and/or trained in all assessments or curriculum provided to students.
- 7.8.8 Sub-Grantee shall provide a copy of the Agreement work statement to all program staff and a copy of the Agreement fiscal requirements to all fiscal staff. Sub-Grantee shall require all staff to sign a statement indicating that they have received the applicable sections of the Agreement and have reviewed and understand the Agreement objectives and requirements.

7.9 General Program Requirements

7.9.1 Testimonials and Success Stories

- a. Sub-grant recipient shall provide CSBD with 1 testimonial or success story each quarter. The stories shall be related to program participants who have successfully completed the program and entered employment, post-secondary education, or the military.
- b. The success story shall include:
 - i. Any challenges or barriers the youth had to overcome to successfully complete the program.
 - ii. Support services received that helped the youth to participate in the program.
 - iii. The activities in which the youth participated to reach their goals such

as but not limited to GED training, occupational skills training, work experience, employability skills, tutoring, financial literacy training, and counseling.

- iv. Factors that played a role in the youth's success.
- v. A recommendation, if the youth agrees to be shared with other youth to seek out CSBD for training and employment assistance.
- vi. Any benefits realized by the youth and their family as a result of participating in the program
- vii. A picture or video of the youth at work, in their cap and gown, or with their certificate.
- viii. A signed release using the CSBD Testimonial Form: <https://ext.careersourcebroward.com/testimonials/Uploadfiles.aspx>

7.9.2 Sub-Grantee training facilities shall be visually and acoustically appropriate for learning and which makes use of space in a manner that facilitates the on-going activities of the instructional program.

7.9.3 Youth enrolled under this Agreement shall be adequately supervised during training hours and be provided with safe training conditions, which at a minimum, shall conform to the health and safety regulations established by the State of Florida.

7.9.4 If disclosure of youth records is requested by the public, the confidentiality standards of Federal, State of Florida and WIOA laws and requirements pertaining to participant records shall apply.

7.9.5 All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this Agreement may be used for contributions on behalf of any trainee to retirement systems or plans.

7.9.6 All program sites shall be accessible to people with disabilities.

7.9.7 Self-Monitoring

- a. Sub-Grantee shall develop a protocol and process for self-monitoring their fiscal and program operations and deliverables under this Agreement. Sub-Grantee shall conduct monthly monitoring of its program in accordance with a schedule approved by their CSBD Youth

Program Manager. Sub-Grantee shall submit their monitoring schedule to their CSBD Program Manager by August 31, of each year this contract is in effect. Sub-Grantee shall monitor files utilizing the monitoring tool provided to them by the Youth Program Manager.

- b. Program fiscal and operational records shall be monitored and maintained through The School Board of Broward County, Florida's grant office and the CTACE department. Sub-Grantee shall prepare a monthly fiscal report. This fiscal report will be reviewed by the appropriate CTACE staff and shared with CSBD.
- c. Within five (5) business days following the completion of the self-monitoring protocol, Sub-Grantee shall submit a copy of any findings identified and the proposed corrective action to their CSBD Youth Program Manager who shall respond with respect to acceptance of the proposed corrective action or shall provide Sub-Grantee with additional instructions resolution of any findings.
- d. The Self-Monitoring required by this Agreement shall be in addition to the monitoring conducted by the CSBD Youth Program Manager, or the CSBD external monitors. Self-monitoring shall include a one hundred percent (100%) file review. The completion of the file review shall be coordinated to occur thirty (30) days prior to the notice of the State's monitoring visit. The file review shall incorporate the current program year and the immediately preceding program year.
- e. Failure to take the requisite corrective action as a result of findings identified through monitoring shall be considered when evaluating Sub-Grantee's performance.
- f. Sub-Grantee shall use the CSBD monitoring tool and receive the CSBD Youth Program Manager's sign off prior to closing any file.

7.9.8 Sub-Grantee shall perform quarterly student customer satisfaction surveys. Copies of the surveys shall be submitted to the CSBD Youth Program Manager within thirty (30) days of completion.

7.9.9 Sub-Grantee shall measure customer satisfaction through focus groups.

7.10 Performance

7.10.1 Sub-Grantee shall meet the following performance with respect to the maintenance and correctness of their files:

- a. Sub-Grantee is responsible for implementing a self- monitoring

protocol.

- b. Sub-Grantee shall make all corrective actions, as a result of findings identified by (1) Sub-Grantee through their own required self-monitoring, (2) the CSBD Program Manager or (3) the CSBD external monitors, including the state, within thirty (30) days of the issuance of the monitoring report. The corrective action must be accepted in writing by CSBD. Findings may not exceed five percent (5%) of the files monitored by CSBD, its external monitors or the state monitors, or of funds received, and no more than five percent (5%) of the Sub-Grantee's data entry may be untimely or incorrect as determined by the CSBD Youth Program Manager.

7.10.2 Enrollment Goals - Sub-Grantee shall enroll fifty (50) youth

- a. The fifty (50) youth to be served by Sub-Grantee shall be identified and enrolled during the first semester of the school year.
- b. Youth shall be determined eligible and be provided with employability skills, citizenship, leadership and such other services as appropriate prior to their assignment to a work experience during the second semester of the school year.

7.10.3 Sub-Grantee shall be required to meet all the performance elements described below to be considered as having met performance:

- a. Ninety five percent (95%) of the seniors enrolled in Sub-Grantee's program must complete high school and obtain a High School Diploma during the program year in which they are enrolled.
- a. One hundred percent (100%) of the seniors enrolled in Sub-Grantee's program must obtain measurable skills gain prior to June 30 of the program year during which they were enrolled.
- d. Ninety percent (90%) of the graduating seniors shall be placed in the military or post-secondary education or in unsubsidized employment by the second quarter after exiting the program.
- e. Ninety percent (90%) of the youth exited from the program into a post-secondary training program, must either be retained (still attending training) in the fourth (4th) quarter after exit from the program or in the alternative be employed or in the military in the fourth quarter after exit and earning the wage as described below.

- f. Sub-Grantee shall place youth in employment at a wage of up to \$15.00 an hour.

END OF ARTICLE 7

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: The School Board of Broward County, Florida signing by and through its Board Chair following BOARD approval on the 21st day of August, 2024 and CareerSource Broward signing by and through its President/CEO following GOVERNING BOARDS' action on April 25, 2024.

AS TO CAREERSOURCE BROWARD:

ATTEST:

Amber Williams

Moya Brathwaite

BY: Carol Hylton

(Signature)

CAROL HYLTON

TITLE: PRESIDENT/CEO

DATE: 07/30/2024

Approved as to form and sufficiency by
CareerSource Broward General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: _____

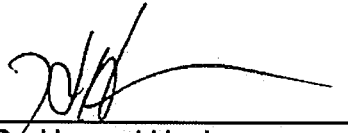
ROCHELLE J. DANIELS
General Counsel

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:



Dr. Howard Hepburn
Superintendent of Schools

By: 
Lori Alhadeff, Chair

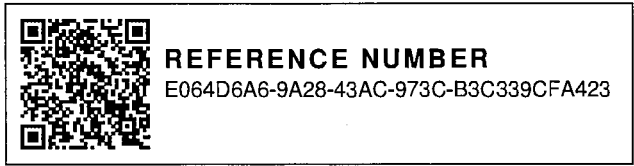
Approved as to Form and Legal Content:

**Maya
Moore**

Digitally signed by Maya Moore
Reason: Careersource
Broward_ISY_24-25 Agreement
Date: 2024.08.01 13:55:05 -04'00'

Office of the General Counsel

SIGNATURE CERTIFICATE



TRANSACTION DETAILS

Reference Number
E064D6A6-9A28-43AC-973C-B3C339CFA423

Transaction Type
Signature Request

Sent At
07/30/2024 15:21 EDT

Executed At
07/30/2024 16:34 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
31d34eca6332b2dd7a7711fc1de05375ba6f641a56e7e2bb5f79ab0794a8d792

Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
REV 5 23 24-SBBC Sub-Grant Agreement No 2024-2025-CR-WIOA-ISY-2335 MAM LEGALLY SUFFICIENT

Filename
REV_5_23_24-SBBC_Sub-Grant_Agreement_No_2024-2025-CR-WIOA-ISY-2335_MAM_LEGALLY_SUFFICIENT.pdf

Pages
94 pages

Content Type
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File Size
616 KB

Original Checksum
74133739e46cd853399daa9016781d5d02880fa99831023f92caa2dd4b2d2277

SIGNERS

SIGNER

Name
Moya Brathwaite

Email
mbrathwaite@careersourcebroward.com

Signer Sequence
2

Components
1

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
60c3be782be5111dc5235805f67d45f56bf3b50b6c3e69fcd4dc6b07fcc80fd7

IP Address
67.23.70.69

Device
Chrome via Windows

Typed Signature
Moya Brathwaite

Signature Reference ID
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EVENTS

Viewed At
07/30/2024 16:33 EDT

Identity Authenticated At
07/30/2024 16:34 EDT

Signed At
07/30/2024 16:34 EDT

Name
Amber Williams

Email
amwilliams@careersourcebroward.com

Signer Sequence
1

Components
1

Status
signed

Multi-factor Digital Fingerprint Checksum
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IP Address
67.23.70.69

Device
Chrome via Windows

Typed Signature
Amber Williams

Signature Reference ID
5681DC64

Viewed At
07/30/2024 16:26 EDT

Identity Authenticated At
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Signed At
07/30/2024 16:27 EDT

SIGNER	E-SIGNATURE	EVENTS
Name Carol Hylton	Status signed	Viewed At 07/30/2024 16:26 EDT
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	Typed Signature <i>Carol Hylton</i>	
	Signature Reference ID 43B3A3BD	

AUDITS

TIMESTAMP	AUDIT
07/30/2024 15:21 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'REV_5_23_24-SBBC_Sub-Grant_Agreement_No_2024-2025-CR-WIOA-ISY-2335_MAM_LEGALLY_SUFFICIENT.pdf' on Chrome via Windows from 67.23.70.69.
07/30/2024 15:21 EDT	Carol Hylton (chylton@careersourcebroward.com) was emailed a link to sign.
07/30/2024 16:26 EDT	Carol Hylton (chylton@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
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07/30/2024 16:26 EDT	Carol Hylton (chylton@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.
07/30/2024 16:26 EDT	Amber Williams (amwilliams@careersourcebroward.com) was emailed a link to sign.
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07/30/2024 16:27 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) was emailed a link to sign.
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EXHIBIT A

**ISY 2024-2025 BUDGET
Administration**

Reminder: Administration is limited to 4.72%

Note: Totals will automatically calculate when related cells are filled.

Line Item							TOTAL
Personnel							
Salaries *							0
Fringe Benefits							0
Mileage and Travel							0
Staff Incentives							0
Other (Specify)							0
Total Personnel	0	0	0	0	0	0	0
Non Personnel							
Supplies							0
Materials							0
Books							0
Teaching Aids							0
Postage							0
Telephone							0
Maintenance							0
Printing							0
Equipment Rental							0
Equipment Purchase							0
Space Rental							0
Insurance							0
Utilities							0
** Indirect Costs	9,015	Rate of 4.72%					9,015
Audit							0
Legal							0
Accounting							0
*Profit							0
							0
Other (specify)							0
Other (specify)							0
Other (specify)							0
Other (specify)							0
Total Non-Personnel	9,015	0	0	0	0	0	9,015
Total ADMINISTRATION	9,015	0	0	0	0	0	9,015

EXHIBIT A

ISY 2024-2025 Budget Services

Note: Totals will automatically calculate when related cells are filled.

Line Item						TOTAL
Personnel						
Salaries *	127,771					127,771
Fringe Benefits	57,438					57,438
Mileage and Travel	4,680					4,680
Staff Incentives						0
Other (Specify)						0
Total Personnel	189,889	0	0	0	0	189,889
Non Personnel						
Supplies	96					96
Materials						0
Books						0
Teaching Aids						0
Postage						0
Telephone						0
Maintenance						0
Printing						0
Equipment Rental						0
Equipment Purchase						0
Space Rental						0
Insurance						0
Utilities						0
** Indirect Costs						0
Audit						0
Legal						0
Accounting						0
*Profit						0
Admin Travel	1,000					1,000
						0
Other (specify)						0
Other (specify)						0
Other (specify)						0
Total Non-Personnel	1,096	0	0	0	0	1,096
Total SERVICES	190,985	0	0	0	0	190,985

EXHIBIT A

In School Youth

BUDGET SUMMARY

Reminder: Administration is limited to 5%

Note: Items with 0 will automatically calculate when related cells are filled.

Line Item	Annual Expense	Administration	Services
Personnel			
Salaries *	127,771	0	127,771
Fringe Benefits	57,438	0	57,438
Mileage and Travel	4,680	0	4,680
Other	0	0	0
Staff Incentives	0	0	0
Total Personnel	189,889	0	189,889
Non Personnel			
Supplies	96	0	96
Materials	0	0	0
Books	0	0	0
Teaching Aids	0	0	0
Postage	0	0	0
Telephone	0	0	0
Maintenance	0	0	0
Printing	0	0	0
Equipment Rental	0	0	0
Equipment Purchase	0	0	0
Space Rental	0	0	0
Insurance	0	0	0
Utilities	0	0	0
** Indirect Costs	9,015	9,015	0
Audit	0	0	0
Legal	0	0	0
Accounting	0	0	0
*Profit	0	0	0
Other	1,000	0	1,000
Total Non- Personnel	10,111	9,015	1,096

GRAND TOTAL	200,000
--------------------	----------------

* Note: This page is READ ONLY. All values are based on calculation from other sheets.

EXHIBIT A

PERSONNEL DETAILS Salaries

ISY amount of wages requested for each cost category. Add more lines if necessary. All allocations of salary across cost categories must be supported by matching job descriptions and a cost allocation plan.
NOTE: Columns with 0 will be automatically calculated when other items are entered.

List all positions included and the total

Job Title	Staff member (if known)	Total Annual Salary	% of Salary to Admin Budget	\$ to Admin Budget*	% of Salary to Services Budget	\$ to Services Budget**	% of Salary from WorkForce One Programs	\$ from WorkForce One Programs	% of Salary from Other Sources	\$ to Other Sources of Funding***	Total % (Must total 100)	Total \$
EX: Case Manager	Jane Doe	\$26,000	10	\$2,600	50	\$13,000	10	\$2,600	30	\$7,800	100	\$26,000
Grant Facilitator	Leah Black	\$61,351			100.00%	\$61,351					100	\$61,351
Clerk Specialist A	Lynn Kelly	\$46,420			100.00%	\$46,420					100	\$46,420
Extended Calendar: 7/1/24-6/30/25												
Grant Facilitators Extended Calendar - 20 hours per week for summer	After Contract Hours	\$15,000			100.00%	\$15,000					100	\$15,000
Part Time Clerical 7/1/24-6/30/25	After Contract Hours	\$5,000			100.00%	\$5,000					100	\$5,000
TOTALS						\$127,771						\$127,771

*Total must match the total salaries on Administration Budget (Budget Sheet #1)

**Total must match the total salaries on Services Budget (Budget Sheet #2)

***Include all non-WorkForce One Funds

EXHIBIT A

PERSONNEL DETAILS Fringe Benefits ISY

Enter fringe benefits for all positions listed on Budget page 4. Add more lines if necessary.
NOTE: Columns with 0 will be automatically calculated when other items are entered.

Job Title	Staff member (If known)	Total Salary	Total Fringes	% of Fringes compared to Salary	% of Fringes to Admin Budget	\$ for fringes to Admin Budget	% of Fringes to Services Budget	\$ to for Fringes Services Budget	% of Fringes from other WorkForce Programs	\$ for Fringes from other WorkForce Programs	% of Fringes from Other Sources	\$ for Fringes from Other Sources	Total % (Must total 100)	Total \$
EX: Case Manager	Jane Doe	\$26,000	\$4,680	18%	10	\$468	50	\$2,340	10	\$468	30	\$1,404	100	\$4,680
Grant Facilitator	Leah Black	\$61,351	\$30,733	50%			100.00%	\$30,733					100.00%	\$30,733
Clerk Specialist A	Lynn Kelly	\$46,420	\$22,190	48%			100.00%	\$22,190					100.00%	\$22,190
Grant Facilitator - 20 hours a week	After Contract Hours	\$15,000	\$3,400	23%			100.00%	\$3,400					100.00%	\$3,400
Part Time Clerical 7/1/24;6/30/25	After Contract Hours	\$5,000	\$1,115	22%			1000.00%	\$1,115					1000.00%	\$1,115
TOTALS								\$57,438						\$57,438

*Total must match the total fringes on Administration Budget (Budget Sheet #1)

**Total must match the total fringes on Services Budget (Budget Sheet #2)

***Include all non-WorkForce One Funds

EXHIBIT A

BUDGET Non-Personnel Costs

ISY

Itemize any items in your budget under the categories listed and provide cost breakdown.

Add more lines if necessary.

Note: Items with 0 will automatically calculate when related cells are filled.

Cost Category*	Item	Quantity	Unit Cost	Total Cost**
EX: Equipment Purchase	staff desks	10	\$400	\$4,000
<u>Supplies</u>	folders/tracking materials, classroom and office supplies to support the program	48	\$2	\$96
<u>Materials</u>				
<u>Books</u>				
<u>Teaching Aids</u>				
<u>Credential Training</u>				
<u>Telephone</u>				
<u>Maintenance</u>				
<u>Printing</u>	Student Recruitment			
<u>Equipment Rental</u>				
<u>Equipment Purchase</u>	Staff desk & Chairs			
<u>Space Rental</u>				
<u>Other</u>				
<u>Computer Equipment</u>	Laptops			
Total				\$96

EXHIBIT B

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information (PII) of individuals who receive public assistance, employment and unemployment insurance records maintained by the Florida Department of Economic Opportunity (DEO), made available to my employer, for the limited purpose of performing its official public duties pursuant to a Sub-grant Agreement for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include the name (or other PII), social security numbers, wage, unemployment and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my public duties associated with the program requirements set forth under contract or Sub-grant Agreement, I understand that I may be granted access to confidential data managed and controlled by entities that are not party to this agreement. Prior to receiving access to such systems, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the systems only for purposes authorized by law to secure information to conduct official program business consistent with my official public duties.
3. I will not disclose my user identification, password, or other information needed to access the systems to any party nor shall I give any other individual access to information secured.
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access the Workforce Systems or other systems to which I have been granted access, I will immediately notify the Regional Workforce Board Security Officer.
5. I will store any disclosed confidential information in a place physically secure from access by unauthorized persons.
6. I will store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
8. I will not share with anyone any other information regarding access to the Systems unless I am specifically authorized by the Agency.
9. I will not access or request access to any social security numbers, personal information, wage, employer, unemployment or employment data unless such access is necessary for the performance of my official duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such

data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.

11. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served in such a way to prevent the information from being reconstructed, copied, or used by any means.
12. I certify or affirm I have received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations or have received written standards and instructions in the handling of confidential data from my employer or the Agency. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following:
 - a) protecting the confidentiality of my user identification and password;
 - b) securing computer equipment, disks, and offices in which confidential data may be kept;
 - c) following procedures for the timely destruction or deletion of confidential data.
13. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: Christy L. Bradford

Date: January 30, 2024

Print Employee Name: Christy L. Bradford

Organization Name: The School Board of Broward County, Florida

Organization Address: 600 SE Third Avenue, Fort Lauderdale, FL 33301

Job Title: Curriculum Supervisor

Work Phone Number: 754-321-8400

Work E-Mail: christy.bradford@browardschools.com

EXHIBIT C

Data Sharing Sub-grant Agreement (Non-Disclosure and Confidentiality Sub-grant Agreement)

I. Parties to the Sub-grant Agreement:

CareerSource Broward and Sub-grantee.

II. Terms and Conditions of Sub-grant Agreement:

A. The parties to this Sub-grant Agreement recognize that the full participation of the Florida Department of Commerce (hereinafter, FLORIDACOMMERCE) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Innovation and Opportunity Act (WIOA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Sub-grantee, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Sub-grantee is aware that there is a FLORIDACOMMERCE Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.

C. Sub-grantee, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Sub-grantee must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Sub-grantee's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Sub-grant Agreement to CareerSource Broward.

D. Sub-grantee shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Sub-grantee will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Sub-grantee will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit J. These forms shall be submitted to CareerSource Broward. Sub-grantee shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer in need of system access so that CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

F. Sub-grantee agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Sub-grant Agreement will be exchanged between the parties to this Sub-grant Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Sub-grant Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Sub-grantee, subcontractors and their employees may obtain access to information that is otherwise confidential, however, that access does not alter the confidential nature of the information. It is incumbent upon Sub-grantee, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Sub-grant Agreement by parties other than those specified in this Sub-grant Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas FLORIDACOMMERCE FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the FLORIDACOMMERCE Intranet.

V. Indemnity:

Sub-grantee is an independent contractor and shall carry out, exercise and execute its duties under this Sub-grant Agreement as an independent contractor. In discharging said duties and responsibilities, Sub-grantee shall exercise due

and responsible care and shall comply with all assurances contained herein. Sub-grantee agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Sub-grant Agreement.

VI. Termination of the Sub-grant Agreement:

This Sub-grant Agreement may be terminated upon failure of either party to abide by the terms of the Sub-grant Agreement or for the convenience of the parties, within thirty days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Sub-grant Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of Sub-grant Agreement:

This Sub-grant Agreement will be in effect upon the last date of the signature of all parties.

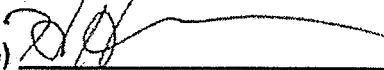
SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Sub-grantee

Name of Sub-grantee:

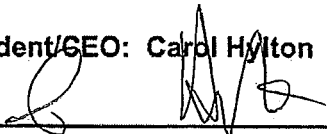
Name of President or Chief Officer or Chair: Dr. Howard Hepburn

(Signature)  _____

(Title) Superintendent of Schools

(Date) 8/23/24

ACCEPTED BY CareerSource Broward:

Name of President/CEO: Carol Hilton
(Signature)  _____

(Title) President/CEO

(Date) 9-4-24

EXHIBIT D ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor or sub-recipient also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by identified by the DOL as of September 30, 2020 at: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>.

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

l. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (www.fvvs.Rov/offices/).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities: and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To
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ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term: or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension
- b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminated if Contractor
 - 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or
 - 2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S C 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for

labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7

cc. Copeland 'Anti-Kickback" ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. '1 352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) 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; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

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

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and


- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

EXHIBIT E
**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature

8/23/24

Date

Superintendent of Schools
Print Name and Title of Authorized Representative

EXHIBIT F

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic

Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement
d. loan e. loan guarantee f. loan insurance

2. Status of Federal Action:
a. bid/offer/application
b. initial award
c. post-award

3. Report Type: _____
a. initial filing
b. material change
For Material Change Only
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity: _____
Prime _____

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and
Sub-awardee Tier _____ if known:
Address of Prime:

Congressional District, if known:

Congressional District, if known:

6. Federal Department/ Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobbying Entity

b. Individuals Performing Services (including address if different from No. 10a.)
(If individual, last name, first name, MI)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):

_____ actual _____ planned _____

12. Form of Payment (check all that apply):

a. cash
b. In-kind, specify: nature _____
value _____

a. retainer
b. one-time fee
c. commission
d. contingent fee
e. deferred
f. other, specify:

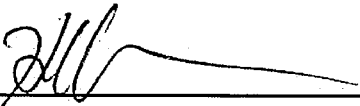
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11. **N/A**

² (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.³

Signature 
Print Name Dr. Howard Hepburn
Title Superintendent of Schools
Telephone Number 754-321-2600
Date 8/23/24

³ Approved by OMB 0348-0046
LLL-A

Authorized for Local Reproduction Standard Form

EXHIBIT G

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**


The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the Congress, an Officer of 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.
- (3) 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 agreements) and that subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

The School Board of Broward County, Florida	In-School Youth
<hr/>	<hr/>
Grantee/Contractor/Organization	Program/Title

Dr. Howard Hepburn, Superintendent of Schools	
<hr/>	<hr/>
Name of Certifying Official	Date

Print Name and Sign	Howard Hepburn	
---------------------	----------------	--

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

EXHIBIT H
CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.

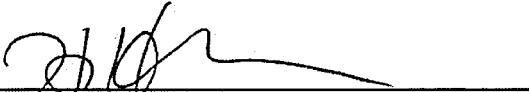
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.



Signature

8/23/24
Date

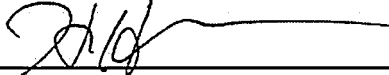
Dr. Howard Hepburn, Superintendent of Schools
Print Name

EXHIBIT I

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.



Signature and Date

Dr. Howard Hepburn

Printed Name

Superintendent of Schools

Title

The School Board of Broward County, Florida

Organization

Status: ORIGINAL



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-08-21	Regular School Board Meeting
CATEGORY:	FF. Financial Management
DEPARTMENT:	Grants Administration

Agenda Item Number:	FF-3.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:	CareerSource Broward Out-of-School Youth Program Sub-Grant Agreement
REQUESTED ACTION:	Approve the Agreement between The School Board of Broward County, Florida and CareerSource Broward. District-wide.

RATIONALE:	EXHIBITS:
For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.	Executive Summary Agreement

FINANCIAL IMPACT:

The potential positive financial impact is \$525,000. The source of funds is CareerSource Broward. There is no additional financial impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

College and Career Readiness/Acceleration OR Business Operations

BOARD ACTION: (For Official School Board Records Only)	SOURCE OF ADDITIONAL INFORMATION	
APPROVED	Name: Erum Motiwala	Phone: 754-321-1990
	Name: Dr. Angela R. Fulton	Phone: 754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Erum I. Motiwala, Chief Financial Officer

Signature

Erum I. Motiwala, Chief Financial Officer

Electronic Signature
Form S4189 Revised 7/24
HH/JJS

Approved in
Open Board
Meeting On: August 21, 2024

By: *Lois Whadell*
School Board Chair

SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-OSY-2335

(PROGRAM YEAR 2024 – 2025)

BETWEEN

CAREERSOURCE BROWARD

AND

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

UNIQUE ENTITY ID#	HN1YXDE1L556
FEDERAL AWARD IDENTIFICATION / FAIN#	23A55AY000003
FEDERAL AWARD DATE	4/1/2023
TOTAL FEDERAL AWARD	\$2,324,084
FEDERAL AWARDDING AGENCY	USDOL
CFDA#	17.259
PASS THROUGH ENTITY	Florida Department of Commerce
CONTRACT OFFICER	Carol Hylton
CONTACT INFORMATION	2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309

This Workforce Innovation and Opportunity Act Sub-Grant Agreement is fully supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$2,324,084. Pursuant to the Steven's Amendment 100% of the funds support this program are federal funds.

THIS SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-OSY-2335, which was entered into the _____ day of _____, 2024 by and between CAREERSOURCE BROWARD hereinafter referred to as "CSBD", the administrative entity and fiscal agent for the CareerSource Broward Council of Elected Officials (hereinafter "Council") and the Broward Workforce Development Board, Inc., (hereinafter "BWDB") having its principal office at 2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309 and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA hereinafter referred to as "SUB-GRANTEE", existing under and by virtue of the laws of the State of Florida as a public body politic, having its principal office at 600 S.E. Third Avenue, Fort Lauderdale, FL 33301, to begin on the date this Agreement is executed by the parties and to terminate June 30, 2025.

RECITALS

WHEREAS, Broward County has been designated as a local workforce development area and CSBD is sub-grant recipient and the administrative entity for local workforce development area; and

WHEREAS, CSBD issued a Request for Proposal (RFP) in January 2024 seeking service providers for out of school youth under the Workforce Innovation and Opportunity Act of 2014 (WIOA 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128); and

WHEREAS, SUB-GRANTEE responded to the RFP and was recommended for funding by the BWDB Youth Committee; and

WHEREAS, at their meeting on April 25, 2024, the CSBD governing boards approved an award of funds to SUB-GRANTEE to serve Out-of-School Youth and

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

ARTICLE 1

AGREEMENT PURPOSE

1.1 Purpose

It is the purpose of this Sub-Grant Agreement to state the covenants and conditions under which the Sub-Grantee will implement and provide workforce development services, as shall be described herein.

ARTICLE 2

DEFINITIONS

In addition to the definitions set forth in the Workforce Innovations and Opportunity Act of 2014, Public Law 113-128 (29 U.S.C. Sec. 3101 et seq., or as it may be amended, the Regulations promulgated there-under at 20 CFR 603 et seq. and 20 CFR Part 676 et seq., the Personal Responsibility and Work Opportunity Reconciliation Act 42 U.S.C. 601 et seq. and the Regulations promulgated there-under at 45 CFR Part 260, et al., and the Acts and regulations applicable to such other grant funding streams as are identified in this agreement and Sub-grantee's budget attached hereto as Exhibit A, the following definitions are applicable to the program operated by the Sub-Grantee and to the terms and conditions of this Sub-grant Agreement and any amendments hereto.

2.1 Academic Credit

Credit for education, training or work experience, applicable toward a secondary school diploma, a post-secondary degree, or an accredited certification of completion, consistent with applicable state law, regulations and policy, and the requirements of an accredited educational agency or institution.

2.2 Administrative Costs

All indirect and direct costs associated with the management of the programs funded by this Sub-grant Agreement. They are costs, which do not directly and immediately benefit participants but are necessary for effective delivery of direct participant benefits. These costs are generally identified with supervision, management, fiscal and record keeping systems and are defined in accordance with the regulations governing the funding streams made available to the Sub-grantee.

2.3 Allowable Costs

Those costs, which are necessary, reasonable and allowable under applicable federal, state and local law, for the proper administration and performance of the services to be provided under this Sub-grant Agreement. In general allowable costs are defined by 2 CFR §200.420 – §200.475.

2.4 Amendment

A modification to this Sub-grant Agreement duly executed by the parties.

2.5 Apprenticeship Program

An officially authorized plan which sets forth the terms and conditions for the qualification, recruitment, selection, employment and training of apprentices.

2.6 Assessment

The process whereby applicants are interviewed to determine their employability, motivation, aptitude, abilities and interests in order to develop an individual service strategy for the attainment of the participant's career goals. Testing and counseling are a part of the assessment process.

2.7 Audit

A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Sub-grantee's financial operations are being properly conducted, financial reports are being presented fairly and the organization is in compliance with applicable laws and regulations. All Sub-grantees including commercial organizations pursuant to 20 CFR 200(b)(2)(ii) must submit an audit of the program funded under this Sub-grant Agreement as is further delineated herein. For purposes of this Sub-grant Agreement an Audit shall mean an audit conducted in accordance with 2 CFR 200 Subpart F (§200.500-§200.521)

2.8 Barriers to Employment

Characteristics which hinder an individual's ability to participate in the labor market.

2.9 Basic Skills Deficient

With respect to an individual:

(a) who is a youth, whose English reading, writing, or computing skills are at or below the 8th grade level based upon their score on a generally accepted standardized test; or

(b) who is a youth or adult, who is unable to compute or solve problems, read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

2.10 Broward Workforce Development Board, Inc.

The local workforce development board, which is also referred to as the BWDB, a 501 (c)(3) organization.

2.11 Case Management

SBBC 2024-2025-CR-WIOA-OSY-2335

PY 2024-2025

Page 4

Is a client-centered approach in the provision of services to assure they are aligned with an individual's assessment and follows the individual's service strategy or employment plan as agreed to with the individual to ensure access to the workforce activities and supportive services, needed for the individual to succeed.

2.12 Certificate

A certificate awarded in recognition of an individual's attainment of technical or occupational skills by: (1) A state educational agency or a state agency responsible for administering vocational and technical education within a state, (2) an institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community colleges, proprietary schools, and all other institutions of higher education that are eligible to participate in federal student financial aid programs, (3) a professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g., Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities, (4) a registered apprenticeship program, (5) a public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an occupation or profession (e.g., FAA aviation mechanic certification, state certified asbestos inspector), (6) a program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons, and (7) institutions of higher education, which is formally controlled, or has been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes. Certificates awarded by workforce investment boards or their providers are not included in this definition. Work readiness certificates for employability skills training, success seminars or similar training are also not included in this definition.

2.13 Classroom Training

Training conducted in an institutional setting designed to provide individuals with the technical skills and information required to perform a specific job or group of jobs.

2.14 The Code of Federal Regulations

Also referred to as CFR. It is where regulations applicable to a federal grant program can be found. Regulations are also published in the Federal Register.

2.15 Commercial Organization

A private-for-profit entity.

2.16 Cost Allocation Plan

A plan, which identifies and distributes the cost of services provided by support staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category.

2.17 Cost Reimbursement Sub-Grant Agreement

This is a contract format, which provides for the reimbursement of all allowable costs, which have been identified and approved in the contract budget. It requires that the Sub-Grantee maintain the documentation necessary to support the cost. This contract is a cost reimbursement contract.

2.18 Countable Work Activity

For mandatory WTP participants, a work activity that satisfies the work requirement necessary to be included in the calculation of participation in a WTP program.

2.19 Credential

A nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates. Includes all state education agency recognized credentials.

2.20 Demand Occupation

This is an occupational area, which has been designated as in high demand in the Broward County labor market area.

2.21 Department of Children and Families

Also referred to as DCF.

2.22 Dislocated Worker

In accordance with the WIOA this is an individual who:

- (A) (i) has been terminated or laid off, or who has received a notice of termination or layoff, from employment
 - (ii) (1) is eligible for or has exhausted entitlement to unemployment compensation; or
 - (2) has been employed for a duration sufficient, as determined by CSBD to demonstrate, an attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a state unemployment compensation law; and
 - (iii) is unlikely to return to a previous industry or occupation;
- (B) (i) has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise;
 - (ii) is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or
 - (iii) for purposes of eligibility to receive services, other than career services, training or support is employed at a facility at which the employer has made a general announcement that such facility will close;
- (C) was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters; or
- (D) is a displaced homemaker as defined in the WIOA.
- (E) (i) is the spouse of a member of the Armed Forces on active duty (as defined in section 101(d)(1) of title 10, United States Code), and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or
 - (ii) is the spouse of a member of the Armed Forces on active duty and who is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

2.23 D.O.T. Codes

The nine-digit Dictionary of Occupational Titles code for a job or occupational title.

2.24 Eligible or Eligibility

Refers to an individual's status in relation to their ability to participate in a grant program.

2.25 Eligible Training Providers List (ETPL)

This is a list of approved training institutions compiled pursuant to WIOA requirements approved by the CSBD governing boards which institutions may provide training to a CSBD participant.

2.26 EmployFlorida

Also referred to as EF it is the Florida Commerce management information and data system.

2.27 Excess Revenue

This refers to revenues in excess of actual costs. All governmental and not-for-profit entities must report and return any excess revenue earned as a result of providing the services and activities under this Agreement.

2.28 Exit

A term which refers to an individual who is no longer considered a program participant and is reported in the State's information system as an individual who has "exited" from the program in which they were enrolled. Although considered "exited" if the participant is a youth they may still be receiving support and/or follow up services.

2.29 FloridaCommerce

The State of Florida Department of Commerce formerly the Department of Economic Opportunity or "DEO."

2.30 Funding Stream

The term funding stream as used herein refers to the State and/or federal grants under which a program or activity is funded. Different funding streams are governed by varying pieces of legislation, statutes and regulations. The grants which comprise the funding streams applicable to this Sub-grant Agreement are identified in the budget attached hereto as Exhibit A. Sub-Grantee must comply with the federal and state requirements of each funding stream identified in their

budget when executing their duties and responsibilities under this Sub-grant Agreement.

2.31 Governor

The Chief Executive Officer of the State of Florida.

2.32 Individual Service Strategy (ISS)

An individual plan for a participant which includes an employment goal, achievement objectives, and the appropriate combination of services determined during the individual's objective assessment. The ISS includes the training and employability development plans for a participant.

2.33 Individual Training Account (ITA)

An amount set aside to pay for an individual to be able to attend occupational skills training provided by an ETP.

2.34 Industry Based Training

Also referred to as customized training. It is training designed to meet the special requirements of an employer or a group of employers and is conducted with a commitment by the employer to employ an individual upon successful completion of the training; and for which the employer pays a percentage of the cost of the training.

2.35 In School Youth

An individual who is in secondary school and is between the ages of 14 – 21 or in post-secondary school at the time of their application for WIOA services, who has not yet reached the age of 22, and who meets WIOA eligibility criteria.

2.36 Low Income Individual

An individual who:

- A. Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance; or

- B. Is in a family with total family income that does not exceed the higher of:
- a. The poverty line; or
 - b. 70 percent of the lower living standard income level, or
 - c. Is a homeless individual as per the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), or a homeless child or youth (as per the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2))); or
 - d. For purposes of in-school youth programs receives or is eligible to receive a free or reduced-price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.); or
 - e. Is a foster child on behalf of whom State or local government payments are made; or
 - f. Is an individual with a disability whose own income meets the income requirement of i or ii above, but who is a member of a family whose income does not meet this requirement.

2.37 Lower Living Standard Income Level

Is the income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget.

2.38 Occupational Training

Training defined by using the first three digits of the Dictionary of Occupational Titles (DOT) code or a five-digit code as defined by the OES.

2.39 Offender

An adult or juvenile who is or has been subject to any stage of the criminal justice process, or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

2.40 OJT

On-the-Job-Training. All OJT is subject to the CSBD policies governing OJT.

2.41 Out of School Youth (OSY)

An individual eligible for WIOA services, who is 16 years of age or older who has not yet reached their 24th birthday and is not attending secondary or post-secondary school and has not attended secondary or post-secondary school for the semester immediately prior to their seeking enrollment into WIOA as an OSY. Youth enrolled in an alternative education or GED program at the time of application for WIOA services are considered to be OSY. Youth enrolled in drop out recovery are considered to be in-school youth for purposes of WIOA.

2.42 Participant

An individual who has been determined eligible for receipt of the services to be provided under this Sub-grant Agreement.

2.43 Personal Responsibility and Work Opportunity Reconciliation Act

The Personal Responsibility and Work Opportunity Reconciliation Act shall be referred to as the PRWOR 42 U.S.C. 601 et seq. (PRWOR). In Florida, the PRWOR is enacted through the Workforce Innovation Act, Chapter 445 of the Florida Statutes and is referred to as the Welfare Transition Program or "WTP".

2.44 PELL Grant

Federal education grants targeted to assist low-income individuals. Entities, which are PELL eligible, must coordinate PELL assistance with WIOA funds. For OSY enrolled in training, PELL funds must be used before applying for WIOA assisted training.

2.45 Post-Secondary Institution

An institution as defined in the Higher Education Act of 1965.

2.46 Pre-Test and Post Test

Written evaluative instruments, which measure a participant's skill level at entry into and at completion of training.

2.47 Profit

An amount in excess of the cost necessary to operate a program. Profit is allowable under a cost reimbursement Sub-grant Agreement to the extent it is reasonable as determined during contract negotiations. It includes that amount which is associated with proprietary materials included in the cost of the program. Profit may be allocated among the cost categories. Profit may only be earned by private-for-profit organizations.

2.48 Program

The activities and services to be provided by Sub-Grantee under and pursuant to this Sub-grant Agreement.

2.49 Program Costs

Personnel and non-personnel costs related to the provision of services to participants under a WIOA funded contract. Costs include the salaries, fringe benefits, equipment, supplies, space, staff training, transportation and other related costs of personnel providing training, component supervisors, coordinators, clerical staff working on direct training activities or functions, instructional materials and equipment used by or for participants, classroom training space, utility costs, insurance, commercially available training packages, tuition, and OJT reimbursements.

2.50 Program Year

The program year is July 1 to June 30.

2.51 Program Income

Interest earned on any advances under this Sub-grant Agreement or income generated by a contract funded by WIOA as a result of the use or fees charged for the rental of real or personal property, or fees for services performed or conferences, or the sale of commodities or items developed with contract funds, or from the participants' activities under the contract except for OJT or revenue in excess of costs earned by organizations other than commercial organizations.

2.52 Retention

The period an individual remains in an unsubsidized job following job placement or in the case of a WIOA youth, the period the youth remains in a job, the military, post-secondary school or advanced training following exit from the program. The calculation for determining whether the retention period has been met is dictated by the performance measure calculation provided by the state or the federal agency with oversight over the funding stream under which the participant is being served.

2.53 Service Provider

This is the sub-recipient, sub-grant recipient, sub-grantee, provider or contractor.

2.54 Slot

A training or employment position, which one or several participants may occupy at different times within the same contract period.

2.55 Stand In Costs

Costs paid from non-federal sources, which may be used to stand in for a disallowed cost as a result of a monitoring or audit finding of a disallowed cost. To be considered stand-in costs must be reported as uncharged program costs and must have been allowable under the grant regulations for the program under which they are proposed to stand-in. They are subject to verification through audit. In order to use in kind costs to stand in for a disallowed cost, State of Florida and federal oversight agency approval must be obtained.

2.56 Sub-Grantee

The School Board of Broward County, Florida.

2.57 Support

Personnel and non-personnel costs for services such as transportation, childcare, dependent care, housing, and needs-related payments related to the provision of support services to participants necessary for the participant to take part in an activity funded under this Sub-grant Agreement. The various funding streams under which an individual may be served may limit support.

2.58 Tuition

Charges for education provided by an institution of higher education as defined by the Higher Education Act of 1965 Section 1201(a), or a proprietary institution of higher education, as defined by the Higher Education Act of 1965 Section 481(b), that are not more than the charges for such training made available to the general public.

2.59 The United States Department of Labor

Also referred to as DOL or USDOL.

2.60 The Workforce Innovation and Opportunity Act of 2014

Also referred to as WIOA, 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128.

2.61 Work Activity Plan

A plan, which details when specific elements of performance will be achieved by the Sub-Grantee and/or attained by a participant during training. If required and

attached as an Exhibit, the work activity plan is an integral part of the contract budget and non-compliance with negotiated time frames and performance levels may result in a determination of non-performance under an agreement.

2.62 Work Experience

A short term or part time work assignment in order to provide a participant with good work habits and basic work requirement skills. The Participant's ISS should identify the length of time which should be justified by the hours needed to provide the training. The work experience must be contextual to the training. For WIOA work experience may be at a for-profit or a private-not-for-profit or governmental entity site. For WTP, work experience is done through community service and may only be at a private-not-for-profit or governmental site.

END OF ARTICLE 2

ARTICLE 3

FISCAL MANAGEMENT

3.1 General Terms

3.1.1 Funding Independent from Consortium Members.

It is agreed that all funds made available to the Sub-Grantee are funds granted to CSBD from the State of Florida under WIOA or other state and federal grants and are not from funding sources of any member of the Council or BWDB.

3.1.2 Compliance with Federal and State Requirements.

- a. The Sub-Grantee agrees to implement this Sub-grant Agreement in accordance with the federal, state and local laws, regulations, policies, and procedures applicable to the funding streams identified in Sub-grantee's budget. Sub-Grantee understands that nothing in this Sub-grant Agreement will relieve Sub-Grantee from adherence to applicable federal, state, and local laws and regulations. Any conflict or inconsistency between the above and this Sub-grant Agreement will be resolved in favor of those laws, regulations, policies, and procedures.

Allowability and allocation of costs to the cost categories shall be governed by 2 CFR 200 et. seq., the federal regulations governing federal funding streams, FloridaCommerce, CSBD policies, and the budget attached to this Sub-grant Agreement as Exhibit A. Any conflict or inconsistency between the above and this Sub-grant Agreement will be resolved in favor of those laws, regulations, policies and procedures. This section shall be construed to allow for CSBD to impose restrictions more limiting than those required by said laws, regulations, policies and regulations.

- b. CSBD reserves the right to use Welfare Transition Program grants to fund all or a part of the program and activities to be provided by Sub-grantee under this sub-grant agreement based upon the availability of funds to CSBD. In the event some or all program activities to be provided under this Sub-grant Agreement are funded with WTP funds Sub-grantee agrees to enter participant data into the State of Florida "OSST" system as well as into the state EF system.

3.2 Compensation

3.2.1 Total Compensation

- a. The compensation awarded for the out-of-school youth program funded under this Sub-grant Agreement is Five Hundred Twenty-five Thousand, Dollars and zero cents (\$525,000.00), for the period July 1, 2024, through June 30, 2025, in accordance with the budget attached hereto as Exhibit A.
- b. Any funds not expended for the period July 1 through June 30, of each program year during which this Sub-grant Agreement is in effect may not be used to support the programs funded under any amendment extending this Sub-grant Agreement for a successive program year.
- c. If Sub-Grantee is a commercial organization and has included profit as a part of a line-item budget, Sub-Grantee shall not be entitled to be paid for that line item until all goods and/or services under this Sub-Grant Agreement have been received. This clause is subject to any additional limitations contained in this Sub-Grant Agreement.

3.2.2 Payments Limited to the Program and Cost Reimbursement Budget

- a. Funds will be made available to Sub-Grantee on a cost reimbursement basis for allowable costs as defined by federal, state and local laws and guidelines and in accordance with the line-item budget limitations within each cost category of the budget attached hereto as Exhibit A.
- b. Funds awarded under this Sub-Grant Agreement or an amendment to this Sub-grant Agreement shall also be limited to:
 - i. The operation of the program described and in accordance with the terms and conditions set forth herein; and
 - ii. The period for performance as stipulated in the introductory clause of this Sub-grant Agreement or as it may be amended.
 - iii. The terms and conditions of this Sub-grant Agreement, including the supporting detail and positions approved in the budget attached to this Sub-grant Agreement as Exhibit A. Line items not described in Exhibit A will not be subject to reimbursement, this includes but is not limited to the specific costs related to supplies, materials, printing, equipment, increases or changes to staffing, wages and/or

fringe benefits, bonuses, incentive payments, or mileage in excess of the CSBD mileage reimbursement policy or as approved by CSBD.

3.3 Fiscal Controls

3.3.1 Maintenance of Fiscal Records in Accordance with GAAP

Sub-Grantee agrees to maintain their books and records in accordance with Generally Accepted Accounting Principles, (GAAP), and to institute fiscal controls as established by CSBD from time to time so as to be able to satisfactorily account for all monies spent in order to perform their obligations under this Sub-grant Agreement.

3.3.2 Segregation of Sub-grant Agreement Funds

Sub-Grantee shall keep program funds segregated from other funds belonging to Sub-grantee's organization by maintaining separate bank accounts and/or separate ledgers.

3.3.3 Prohibition Against Advances

In no case shall Sub-Grantee be paid in advance of work performed or services rendered.

3.3.4 Sub-Grantee Responsible for Actions of Employees and Representatives

Sub-Grantee shall be responsible for the actions of its representatives, employees, and instructors with regard to all aspects of the Sub-grantee's program including, but not limited to, program implementation, the certification and submission of time and attendance records, invoices, submission and verification of financial reports, and maintenance of records.

3.3.5 Access to Records Prior to Funding

Upon demand and/or within thirty (30) days prior to funding any program or service, Sub-Grantee shall allow CSBD to evaluate Sub-Grantee's fiscal and personnel systems in order to be assured of Sub-Grantee's capability to manage the program or project funded by this Sub-grant Agreement or any amendment hereto.

3.3.6 Sub-Grantee Obligation Regarding Training and Support Funds

- a. To assure expenditure requirements are met for the various funding streams and that funds are not over obligated beyond what CSBD has available for each program year Sub-Grantee is responsible for obligating funds which shall be reimbursed or paid to a third party by CSBD. This includes but is not limited to participant support services, work experience wages, tuition payments, and similar types of costs.
- b. Sub-Grantee may be requested to provide CSBD with a weekly report regarding the detail of those obligations. The report shall be provided to the CSBD Sr. Vice President of Operations, in a format and containing information as required by CSBD. Failure to provide the report and resultant over obligations beyond funds budgeted by CSBD for these third-party services will become Sub-grantee's responsibility for payment. Sums obligated by Sub-Grantee in excess of the amounts budgeted by CSBD will be deducted from invoices due Sub-Grantee and/or will have to be reimbursed to CSBD by Sub-Grantee should Sub-grantee's invoices be insufficient to cover the expense.

3.4 De-obligation and Failure to Perform

3.4.1 De-obligation for Non-Performance

CSBD may de-obligate or redistribute the funds under this Sub-grant Agreement or any amendment hereto, to alternate Sub-Grantees to the extent that either the Sub-grant Agreement is fully or partially terminated, the Sub-Grantee is not able to perform effectively, or Sub-Grantee's total program costs will not be expended in accordance with the amount of funds awarded under this Sub-grant Agreement.

3.4.2 Funds Limited to the Sub-grant Agreement Program

Funds accrued or allocated to the Sub-Grantee under this Sub-grant Agreement or any amendment to this Sub-grant Agreement cannot be used by the Sub-Grantee to support other programs operated by the Sub-Grantee even under a different Sub-grant Agreement or amendment with CSBD.

3.4.3 Sub-grant Agreement Contingent Upon CSBD's Receipt of Funds

- a. This Sub-grant Agreement is subject to the appropriation of funds by the Florida Legislature. Florida Statutes, Section 287.0582.
- b. Sub-Grantee agrees and understands that funds allocated to the Sub-Grantee under this Sub-grant Agreement or any amendment or modification hereto are contingent upon CSBD's receipt of the federal

grant funds under which this Sub-grant Agreement is funded. CSBD, therefore, reserves unto itself the right to unilaterally de-obligate, modify or amend Sub-grantee's budget in proportion to CSBD's funding level and at the sole discretion of CSBD or if necessary, to suspend or terminate this Sub-grant Agreement or any amendment hereto instantaneously and as may be necessitated by CSBD's funding levels. Any de-obligation, modification or amendment of the funds allocated in the Sub-grantee's Sub-grant Agreement, or any amendment hereto, shall be effective upon notification to the Sub-Grantee by CSBD. CSBD shall provide Sub-Grantee thirty (30) days' notice or in the event CSBD receives less than thirty (30) days' notice CSBD shall provide such notice as CSBD receives from its funding sources. In such instances, costs will be reimbursed up to the date of cancellation only; thereafter, neither CSBD nor Sub-Grantee shall have any obligation to complete or otherwise continue the Program.

- c. Sub-Grantee's funding shall be subject to the de-obligation policy adopted by the State. To the extent that Sub-Grantee expenditure rates result in the de-obligation of funds allocated to CSBD by the State, this Sub-grant Agreement may be unilaterally amended to reduce the total funds available in proportion to the funds de-obligated.

3.4.4 Sub-Grantee Salaries

Sub-Grantee salary and bonuses paid with federal funds may not exceed Federal General Services Administration published Executive Level II salaries. The annual limits are published on the OPM.gov website (<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/executive-senior-level>) and USDOL Training and Employment Guidance Letter No. 5-06

3.5 Method of Payment

3.5.1 Invoicing.

- a. In order to receive payment Sub-Grantee shall submit an invoice to CSBD within fifteen (15) working days following the end of each month. Invoices are generally paid within thirty (30) days of receipt.
- b. Invoices submitted more than fifteen (15) days following the termination of the CSBD program year, which is June 30 of each year, will be honored at CSBD's discretion.

- c. The invoice shall be for allowable costs as described in Sub-Grantee's budget and as governed by the rules applicable to the funding streams and grants awarded to Sub-Grantee.
- d. The invoice must be accompanied by all documentation necessary to substantiate the expenses for which Sub-Grantee is seeking reimbursement.
- e. Invoices containing costs not supported by the proper documentation or items not detailed in Sub-Grantee's line-item budget shall be paid minus the expenditures lacking the documentation or not included with the submission of the invoice.
- f. Accuracy and timeliness of the invoices shall be a factor in recommendations made to the CSBD governing boards.

3.5.2 Invoice Errors

- a. Sub-Grantee shall be trained on the correct way to submit invoices for reimbursement of expenses. Following the training, Sub-Grantee will receive a written notice from CSBD for Sub-Grantee invoices which:
 - i. Contain mathematical errors, or
 - ii. Seek reimbursement for items not covered by the budget, or
 - iii. Are submitted late, or
 - iv. Are not accompanied by the appropriate supporting documentation.
- b. If after training and a written notice an invoice is submitted to CSBD with one of the faults described in paragraph a above sub-recipient's inability to provide correct invoices will be reported to the CSBD governing boards at the time that contract renewal is considered.

3.5.3 Reimbursement of Purchases

In the case of a request for reimbursement of costs incurred in the acquisition or leasing of capital and expendable equipment as approved by CSBD, Sub-Grantee shall be required to comply with Article 3, Section 3.7, Property Management, of this Sub-grant Agreement. All capital expenditures must be approved by CSBD in advance and shall be subject to the rules set forth in 2 CFR 200 as they apply to capital expenditures. Funds under this Sub-grant Agreement may not be used for the purchase in whole or in part of real property.

3.5.4 Required Documentation for Submission of Invoices

Sub-Grantee agrees to maintain and provide the following documentation to CSBD, along with Sub-grantee's invoice for payment. Sub-Grantee understands that invoices submitted without the below described documentation will not be honored.

- a. For mileage reimbursement requests, Sub-Grantee shall use the CSBD mileage form or their own form which contains the same information. Mileage from home to work will not be reimbursed. Sub-Grantee is limited to the CSBD rate when reimbursing its staff for mileage however if the Sub-Grantee is the School Board of Broward County, Florida they may substitute their approved rate when reimbursing staff for mileage.
- b. For staff payroll reimbursement requests, Sub-Grantees submit time sheets and payroll information. Sub-grant recipients who do not have certified payroll systems in which the payroll register is supported by time sheets must establish a sign-in system. Time sheets shall reflect time allocated across cost categories, contracts or other activities, whether paid for by CSBD or not.
- c. In general Sub-Grantee must submit copies of the front and back of cancelled checks where applicable of a copy of the electronic payment to substantiate their expenditures in order to be reimbursed. For purchases, Sub-Grantee shall also submit all procurement documentation, and a copy of the front and back of the cancelled check applicable to the procurement.
- d. For proprietary materials such as books and supplies, Sub-Grantee shall provide signed receipts from students acknowledging delivery of the materials for which CSBD is being charged, along with the front and back of cancelled checks where appropriate.
- e. For reimbursement of rental and utility charges, Sub-Grantee shall provide a copy of the lease and, as appropriate, a copy of the entire phone bill, utility bill, and/or rental Sub-grant Agreement along with the front and back of the cancelled check.
- f. Sub-Grantee may be requested to provide access to participant case notes, participant progress reports and competency tests.

3.5.5 Credits

- a. In the event Sub-Grantee requests a reimbursement for a security deposit on leased equipment or space or other good or service, which payment will be reimbursed to Sub-Grantee at a later date or makes a payment in advance for a good or service for which a credit is later due Sub-grantee, or receives a credit or discount for an over payment or an aggregated volume purchase or any other discount or reduction in cost, Sub-Grantee shall report such credit, discount or return of payment or overpayment to CSBD and shall be responsible for returning the funds to CSBD.
- b. CSBD reserves the right to deduct such credits, discounts or return payments due or paid to Sub-grantee, from any outstanding invoice under this Sub-grant Agreement or any Sub-grant Agreement in force between CSBD and the Sub-Grantee at the time of identification of the credit, returned payment, discount or other financial benefit made available to Sub-Grantee as a result of funds made available to Sub-Grantee under this Sub-grant Agreement. CSBD's right to such credits, discounts or return payments are in addition to any other rights or remedies accruing to CSBD under this Sub-grant Agreement and shall survive the termination of this Sub-grant Agreement.

3.5.6 Changes to the Budget

Any change to the budget requires a written request from Sub-Grantee, approval by CSBD and the execution of a Sub-Grant Amendment.

3.5.7 Release of Claims Upon Final Payment

The Sub-grantee, upon final payment of amounts due under this Sub-grant Agreement, less any credits, refunds, or rebates due to CSBD, hereby releases and discharges CSBD from any financial claims arising from this Sub-grant Agreement.

3.6 Payment Adjustments/Suspensions

3.6.1 Reimbursement of Non-Budgeted and Unallowable Costs

CSBD shall not reimburse or pay any expenditures, costs, or payments for goods and/or services to Sub-Grantee which are found to be unallowable, or which are found to be inconsistent with the last approved budget; provided, however, that said budget may be revised for more efficient and effective use of monies available under the Sub-grant Agreement upon written request by the Sub-Grantee to CSBD and written approval thereof by CSBD in advance of the expenditure.

3.7 Property Management

3.7.1 Property Use Limited to the Program

- a. Property leased or purchased with grant funds, including personal or real property shall only be used in implementing the CSBD programs funded by this Sub-grant Agreement or any amendment hereto. Title to property purchased with funds made available through this Sub-grant Agreement shall vest with the State of Florida and/or CSBD and the property shall be returned to CSBD upon termination of this Sub-grant Agreement.
- b. Sub-Grantee shall not use contract funds to purchase a part or portion of personal property.
- c. In the event that Sub-Grantee enters into a lease for real property with funds under this Sub-grant Agreement:
 - i. Sub-Grantee shall assure the lease contains a deobligation clause similar to that contained in this Sub-grant Agreement.
 - ii. The lease shall not obligate CSBD.
 - iii. If the lease is for a facility owned by Sub-Grantee, then lease payments shall be limited in amount in accordance with the 2 CFR 200.

3.7.2 Sub-Grantee Procurement Requirements

- a. Sub-Grantee agrees to adhere to the requirements set forth in 2 CFR 200.320 in the procurement of goods and services under this Sub-grant Agreement.
- b. Sub-Grantee shall secure CSBD's written approval for the purchase of items not included in Sub-Grantee's budget.
- c. Sub-Grantee shall avoid all conflicts of interest either real or perceived in the procurement of goods and services with contract funds and in the execution of their obligations under this Sub-Grant Agreement.

3.7.3 Sub-Grantee Use of Alternative Procurement System

If Sub-Grantee's purchasing and procurement system is more stringent than that required by 2 CFR 200.320 Sub-Grantee may utilize their procurement system.

3.7.4 Sub-Grantee's Failure to Produce Records

Sub-Grantee expressly agrees that it shall reimburse CSBD for any funds expended under this Sub-grant Agreement or amendment hereto when the Sub-Grantee does not nor cannot produce the documents required to demonstrate that the procurement requirements of this section have been followed or to support/ substantiate that the goods and/or services procured and/or purchased have been received.

3.7.5 Inventory Tags

Upon receipt by CSBD of Sub-grantee's invoice for the purchase of property with CSBD funds, CSBD shall provide Sub-Grantee with inventory tag numbers which tags shall be affixed to the property.

3.7.6 Insurance Coverage for Property

- a. Sub-Grantee shall provide insurance coverage for all property purchased with CSBD funds in the event of loss or damage and shall list CSBD as the named insured with regard to such property.
- b. Any loss, theft, or damage to CSBD/State property, along with the property's inventory tag number shall be reported to CSBD and the local police department as soon as possible following discovery of the loss, theft, or damage, but in any case, not later than thirty (30) days following the actual loss, theft, or damage.
- c. Any recovery made by Sub-Grantee following a report to Sub-grantee's insurer of the loss, theft, or damage shall be reported to CSBD. CSBD will then inform Sub-Grantee as to whether or not it may use the funds to replace the property or whether the monies should be returned directly to CSBD.

3.7.7 Requirement to Provide a Physical Inventory

Thirty (30) days prior to the end of this Sub-grant Agreement, Sub-Grantee shall present CSBD with a physical inventory of all property located in or out of the CSBD, One-Stop Centers purchased with CSBD funds by Sub-Grantee or CSBD. The physical inventory shall contain a reference to the Sub-grant Agreement under which funds were allocated for the purchase along with the CSBD inventory tag number.

3.7.8 Requirement to Return Property

Within thirty (30) days of the termination of this Sub-grant Agreement or any amendment hereto under which the property was purchased, Sub-Grantee

shall return all property purchased with funds under this Sub-grant Agreement or any amendment hereto to CSBD except where Sub-Grantee and CSBD agree in writing that Sub-Grantee may continue to utilize such property for another WIOA, WTP or other grant funded activity.

- a. Sub-Grantee shall inform CSBD in writing by entering a "Track-It" within twenty-four (24) hours of the termination or resignation of any personnel whose salary is in whole or in part paid for under this Sub-grant Agreement so that their access to the CSBD network can be terminated,
- b. Sub-Grantee shall ensure that any equipment issued which was purchased with funds provided by CSBD or any equipment placed on Sub-grantee's site by CSBD is collected from a terminated employee prior to their departure.

3.8 Sub-grant Agreement Closeout

3.8.1 Sub-Grantee shall comply with all provisions of CSBD's Sub-grant Agreement Closeout Procedures.

3.8.2 Closeout of the program funded under this Sub-grant Agreement upon termination of this Sub-grant Agreement shall be performed in accordance with the terms and conditions of WIOA and state regulations and procedures. Except as expressly waived by CSBD, closeout shall be completed prior to final payment for services performed pursuant to this Sub-grant Agreement. Sub-Grantee shall provide CSBD such information and materials within such time periods as CSBD may require, necessary to complete closeout in accordance with applicable federal and state regulations and procedures.

3.9 Duplicate Funding

3.9.1 Prohibition Against Double Payments

Sub-Grantee costs or earnings claimed under this contract may not also be claimed under another contract or grant from another agency.

3.9.2 Multiple Funding Sources

Sub-Grantee shall utilize a cost allocation methodology which assures that CSBD is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this Sub-grant Agreement. The cost allocation plan and supportive documentation shall be included in the audit of Sub-grantee's program.

END OF ARTICLE 3

ARTICLE 4
GENERAL CONDITIONS

4.1 Sub-grantee's Request for Proposal Response

4.1.1 Adherence to the Terms and Conditions of the RFP

- a. Sub-Grantee understands and agrees to adhere to the commitments and requirements established under CSBD's formal Request for Proposal Process and the Request for Proposals Response document, incorporated by reference.
- b. To the extent that any terms or conditions conflict with the terms and conditions as stated in this Sub-grant Agreement the language of the Sub-grant Agreement shall control.

4.2 Political Activity

4.2.1 Application of the Hatch Act

None of the funds or services under this Sub-grant Agreement shall be used for any partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) or the Federal Election Campaign Act, as amended (2 USC section 431).

4.2.2 Partisan and Nonpartisan Activities

No participant or employee whose salary is funded in whole or in part by this Sub-grant Agreement may engage in partisan or nonpartisan political activities during the hours for which the participant or employee is paid with federal grant funds.

4.2.3 Prohibition Against Acting as a Spokesperson for CSBD

No participant or employee whose salary in whole or in part is paid for with funds made available under this Sub-grant Agreement, may at any time,

engage in partisan political activities in which such participant or employee represents himself/herself as a spokesperson for CSBD or the program funded under this Sub-grant Agreement.

4.2.4 Placement of Participant or Employees in Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Sub-grant Agreement shall be employed or out stationed in the office of a member of Congress or state or local legislator or on the staff of a legislative committee or in the office of any local elected official(s) of a state or a unit of local government without CSBD's express written approval.

4.2.5 Out Stationing to Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Sub-grant Agreement may be employed or out stationed in positions involving political activities.

4.3 Religious Activity

4.3.1 Prohibition Against Religious Activity

There shall be no religious worship, instruction, or proselytizing as a part of or in connection with the performance of Sub-grantee's obligations under this Sub-grant Agreement.

4.3.2 Prohibition of Use of Funds for Religious Activities

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto in support of any religious activity or in support of any anti-religious activity. Participants shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

4.3.3 Compliance with the Jessica Lunsford Act

In accordance with Sub-Grantee and State of Florida, requirements CSBD agrees to comply with the Jessica Lunsford Act which consists of a level II background screening via fingerprinting of staff who will visit the program on school grounds when students are present. CSBD will comply with the requirements of the law at Florida Statute sec. 1012.465 and Section 1012.32 Florida Statutes.

4.4 Non-Discrimination

4.4.1 Compliance with Title VI of the Civil Rights Act

Sub-Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended, which prohibits discrimination on the basis of race, color and national origin. In implementation Sub-Grantee agrees to comply with Executive Order 11246 as amended by Executive Order 11375 as well as with section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended.

4.4.2 Compliance with Age Discrimination Laws

Sub-Grantee must comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which protects individuals who are forty (40) years of age or older.

4.4.3 Compliance with the Rehabilitation Act

Sub-Grantee agrees to comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended which prohibits discrimination against qualified individuals with disabilities.

4.4.4 Compliance with Title IX of the Education Amendments of 1972

Sub-Grantee agrees to comply with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs.

4.4.5 Compliance with the Americans with Disabilities Act

Sub-Grantee agrees to comply with applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), in the course of providing services funded in whole or in part by this Sub-grant Agreement.

4.4.6 Compliance with WIOA Non-Discrimination Requirements

If Sub-Grantee is funded to provide WIOA services Sub-Grantee agrees to the requirements of WIOA Section 188 as follows:

- a. Prohibition of Discrimination Regarding Participation, Benefits, and Employment.

No individual is excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the

administration of or in connection with, any funded 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.

b. Prohibition of Discrimination on the Basis of Participant Status

No person may discriminate against an individual who is a participant in a program or activity that receives funds under this Sub-grant Agreement, 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.

c. Prohibition on Discrimination Including Prohibition on Discrimination Against Certain Non-Citizens

Sub-Grantee agrees not to discriminate 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. Participation in WIOA programs and activities shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

d. Application of USDOL Non-Discrimination Requirements

Sub-Grantee shall comply with 29 CFR part 37, 41 CFR part 6 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.

e. Harassment Free Workplace

Sub-Grantee shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The Sub-Grantee agrees to insert a similar provision in all subcontracts. Public Law 105-220, section 188.

4.4.7 Complaint Procedures

Sub-Grantee agrees to be governed by the complaint and compliance requirements as set forth in 29 CFR parts 31, 32 and 34 with respect to discrimination and equal opportunity requirements.

4.4.8 Nondiscrimination & Reasonable Accommodation Statement

- a. Sub-Grantee, the School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. Sub-Grantee also provides equal access to the Boy Scouts and other designated youth groups.
- b. Individuals who wish to file a discrimination and/or harassment complaint may contact the Director of Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.
- c. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), may contact the Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.
- d. Under Florida law, email addresses, and all communications, including email communications, made or received in connection with the transaction of Sub-Grantee (School Board) business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the office by phone or in writing to the, The School Board of Broward County, Florida.

4.5 Grievances and Grievance Procedures

- 4.5.1 Sub-Grantee agrees to provide CSBD program participants access to the CSBD grievance procedures with respect to a non-criminal grievance or complaint arising in connection with WIOA programs operated by Sub-Grantee other than civil rights complaints. Sub-Grantee agrees to be bound by any decision arrived at as a result of taking part in the procedure. With respect to WIOA participants, the final resolution of the grievance must be within sixty (60) days of the filing of the formal grievance or complaint as per the WIOA Regulations.
- 4.5.2 Sub-Grantee agrees to comply with the grievance procedures applicable to Providers in the event of a grievance with respect to CSBD.

4.5.3 Whenever CSBD forwards or notifies Sub-Grantee of customer complaints about the workforce system received from the State or other external sources Sub-Grantee shall assist CSBD in investigating the complaint in a timely manner, and agrees to take appropriate action to resolve the complaint as shall be determined by CSBD.

4.5.4 Hearings regarding grievances in which a finding is made in Sub-grantee's favor are subject to state and federal approval and Sub-grant Agreement. If the State and/or federal oversight entity does not agree with the finding, whether it is regarding a participant complaint or a questioned or disallowed cost as a result of a monitoring or audit finding, Sub-Grantee shall comply with the State or federal determination and in the event of a questioned or disallowed cost Sub-Grantee shall be liable to CSBD for repayment of the cost which has been questioned or disallowed.

4.6 Communications, Program Names, Signage, Publicity and Publication

4.6.1 Sub-Grantee may not undertake any publicity or publish for public consumption any results or information about its program or the participants without prior review by the CSBD President/ CEO. All radio and television announcements/advertisements and general newspaper articles and advertisements must be coordinated through CSBD's Executive Department, and must indicate that the program is funded by the BWDB, Inc., and the CSBD Council of Elected Officials through funds made available through the State of Florida and the applicable grant funding stream. This requirement includes all participant forms, announcements, manuals, handbooks and other informational materials produced by Sub-grantee.

4.6.2 Any public outreach using marketing materials such as but not limited to brochures, flyers, articles, presentations, electronic communiqués, promoting a CSBD funded program must be coordinated with and approved by the CSBD President/CEO or their designee. All media outreach efforts regarding CSBD funded programs must be done in conjunction with and must be coordinated with and approved by the CSBD Vice President of Communications.

4.6.3 Communications, oral or written, between Sub-Grantee and CSBD and/or its governing boards shall be initiated through contact with the CSBD President/CEO prior to making any contact with the members of the CSBD governing boards.

4.6.4 In order to comply with the Steven's Amendment when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing the program funded in whole or in part by this sub-grant, Sub-Grantee shall include: 1) The percentage of the total costs and

the dollar amount financed with funds under this Sub-grant and 2) The amount of non-federal contribution to the grant.

4.7 Sub-awards and Sub-contractors

4.7.1 Prohibition Against Assignment and Subcontracting

Sub-Grantee shall not assign, delegate, sub-grant, subcontract or in any way transfer any of its rights or responsibilities or any part of the work or services to be provided for under this Sub-grant Agreement without CSBD's prior written approval.

4.7.2 Subcontracts Must Be in Writing

Services approved for sub-granting or subcontracting shall be specified by a written Sub-grant Agreement and shall be subject to each provision of this Sub-grant Agreement. A copy of the subcontract shall be provided to CSBD upon request.

4.7.3 Subcontracts and Sub-awardee's Subject to Applicable Laws

All subcontracts shall be subject to the federal, state, and local laws and regulations governing the grant funds awarded to Sub-Grantee under this Sub-grant Agreement.

4.7.4 Subcontracts Subject to Procurement Requirements

Selection of subcontractor(s) is subject to the procurement requirements described in this Sub-grant Agreement.

4.7.5 Notice of Actions Involving Subcontractors

The Sub-Grantee shall give CSBD immediate notice in writing of any action or suit filed, or of any claim made against the Sub-Grantee by any subcontractor or vendor which in the opinion of the Sub-Grantee may result in litigation, related in any way to this Sub-grant Agreement or any amendment hereto.

4.8 Notice

4.8.1 Notice to CSBD

All notices required to be given to CSBD under this Sub-grant Agreement shall be sufficient when hand delivered or mailed or delivered by same-day courier, or on the third business day after mailing by registered or certified

mail, postage prepaid, return receipt requested, or upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS), to CSBD at its office at 2890 W. Cypress Creek Road, Ft. Lauderdale, FL 33309, addressed to the CSBD President/CEO with a copy to be forwarded to the Vice President of Operations.

4.8.2 Notice to Sub-grantees

All notices required to be given to the Sub-Grantee under this Sub-grant Agreement shall be sufficient when hand delivered or mailed or delivered by same-day courier, or on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested, or upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS), to the Sub-Grantee at its office located as stated on page one (1) of this Sub-grant Agreement.

4.9 Assurances and Certifications

Sub-Grantee understands that CSBD is bound and must comply with the Assurances and Certifications appended hereto as Exhibit D.

4.10 Integration

4.10.1 Exhibits

The parties hereto agree and understand that the words and figures contained in the following list of documents are incorporated by reference, and are as fully a part of this Sub-grant Agreement as if such documents were set forth verbatim and at length herein.

- a. Exhibit A – The OSY Budget
- b. Exhibit B - Individual Nondisclosure Confidentiality Certification
- c. Exhibit C – State Data Sharing Sub-Grant Agreement (Non- Disclosure and Confidentiality Sub-grant Agreement)
- d. Exhibit D – Assurances and Certifications
- e. Exhibit E - Debarment and Suspension Certification Form
- f. Exhibit F - Lobbying Disclosure Form
- g. Exhibit G – Lobbying Certification Form
- h. Exhibit H – Drug Free Workplace Certificate

- i. Exhibit I – Certification Regarding Environmental Tobacco Smoke
- j. Exhibit J - The Request for Proposal and Sub-grantee’s Request for Proposal Response except as it has been modified by Article 7 the Work Statement including the Work Activity Schedule submitted by Sub-Grantee with their proposal response.
- k. Exhibit K - The WIOA, Public Law 105-220 (Aug. 7, 1998) WTP Public Law 104-193 (August 22, 1997), statutes and regulations applicable to the grant funding streams identified in Sub-grantee’s budget.
- l. Exhibit L - Child Labor Laws, as applicable. Exhibit L - Child Labor Laws (29 USC 203): Employment of Minors Between Fourteen (14) and Sixteen (16) Years of Age (Subpart C), Occupations Particularly Hazardous for the Employment of Minors Between Sixteen (16) and Eighteen (18) Years of Age or Detrimental to Their Health or Well-being (subpart E).
- m. Exhibit M - Immigration and naturalization service regulations for employers and employees Public Law 107 -124 and 107-125
- n. Exhibit N – Authorized Invoice Signatories

4.10.2 Exhibit J is a public record and is in the possession of Sub-Grantee and CSBD, it is not attached to the Sub-grant Agreement and is maintained in the CSBD Offices. Exhibits K, L and M are public laws and are not attached to this Sub-grant Agreement.

4.10.3 A copy of all the above documents, other than the statutes and regulations, which are public documents, will be maintained on file at the CSBD offices. One (1) copy of the executed Sub-grant Agreement and Exhibits will be furnished to the Sub-Grantee by CSBD.

4.11 Vested Powers

All powers not explicitly vested in the Sub-Grantee by this Sub-grant Agreement will remain with CSBD.

4.12 Termination

4.12.1 This Sub-grant Agreement may be terminated as follows:

- a. CSBD or Sub-Grantee may request a termination for convenience upon thirty (30) days prior written notice to Sub-Grantee or such shorter period

as may be mutually agreed to by the Sub-Grantee and CSBD. Sub-Grantee will be entitled to receive compensation for services performed in accordance with the conditions set forth herein through the date of termination. However, CSBD shall not be liable for any expenses incurred by the Sub-Grantee after the effective date of termination of the Sub-grant Agreement or any amendment hereto.

- b. CSBD may immediately terminate this Sub-grant Agreement if either the federal government or the State of Florida fails to provide CSBD with the grant(s), under which this Sub-grant Agreement is funded.
- c. CSBD may terminate this Sub-grant Agreement at any time that the CSBD authorized representative, which shall be the President/CEO, determines that:
 - i. Sub-Grantee has failed to provide any of the services Sub-Grantee has contracted to provide; or
 - ii. Sub-Grantee has failed to comply with any of the provisions contained in this Sub-grant Agreement or any amendment hereto; or
 - iii. Sub-Grantee fails to perform in whole or in part under this Sub-grant Agreement or fails to make sufficient progress so as to endanger the performance of Sub-grantee's obligations to provide the contracted for programs or services; or
 - iv. Sub-Grantee has failed to comply with the statutes or regulations applicable to the programs/services funded by this Sub-grant Agreement or any amendment hereto; or,
 - v. Sub-Grantee has failed to take corrective action as described in Article 4 section 4.12.2, or
 - vi. Sub-Grantee has taken an action, which in the opinion of the CSBD President/CEO, the CSBD monitors, auditors, the State, the BWDB, or the CSBD Council of Elected Officials, jeopardizes the program or the funds made available under this Sub-grant Agreement.
 - vii. Sub-Grantee has employed illegal aliens in violation of the Immigration and Nationality Act, 8 U.S.C. 1324(a).

4.12.2 Suspension and Termination

If CSBD elects to terminate this Sub-grant Agreement under the provisions set forth in Article 4, Section 4.12.1, above, CSBD may immediately suspend the Sub-grant Agreement and refuse any payments due the Sub-grantee. The Sub-Grantee shall be notified in writing of CSBD's suspension and of CSBD's termination of the Sub-grant Agreement. If CSBD allows the Sub-Grantee a period of resolution to correct the problem, then Sub-Grantee shall have ten (10) working days in which to respond in writing with a corrective plan. Failure to respond with a corrective plan acceptable to CSBD shall result in a termination notice to Sub-Grantee effective from the time of the original suspension.

4.12.3 Suspension of Payments

CSBD may immediately suspend payment to Sub-Grantee at any time that the CSBD President/CEO has sufficient cause to seek termination of this Sub-grant Agreement as described in Article 4, Section 4.12. If CSBD grants the Sub-Grantee the opportunity to correct the problem, then suspension of payments shall remain in effect until CSBD determines the problem has been resolved and the program continues, or until CSBD terminates the program, at which time no payments would be made after the date of the original suspension.

4.12.4 Payments Due Sub-Grantee in the Event of a Termination

In the event of a termination, the Sub-Grantee shall be paid for services rendered up to the date of termination as described above, however, from the amount due there shall be deducted:

- a. All advances or other payments on account made to the Sub-Grantee which are applicable to the terminated portion of this Sub-grant Agreement; and
- b. Any credits, discounts or overpayments as described in Article 3 above; and
- c. Any claim which CSBD may have against the Sub-Grantee in connection with this contract or any other prior Sub-grant Agreement; and
- d. The agreed-for-price for, or the proceeds of the sale of, any materials, supplies or other things acquired by the Sub-Grantee or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to CSBD; and

- e. Any outstanding questioned or disallowed costs attributable to the Sub-Grantee arising out of an investigation, monitoring report or audit of this Sub-grant Agreement or any other Sub-grant Agreement Sub-Grantee had with CSBD; and
- f. Any unallowable costs; and
- g. If a termination under this Sub-grant Agreement is partial, prior to the settlement of the terminated portion of this Sub-grant Agreement, the Sub-Grantee may file a request in writing with CSBD for an equitable adjustment of the price or prices specified in the Sub-grant Agreement relating to the continued portion of the contract.

4.12.5 Sub-Grantee Liability

In the event of a termination for cause, Sub-Grantee shall be liable to CSBD for damages sustained by CSBD by virtue of any breach of the Sub-grant Agreement by the Sub-Grantee including court costs and reasonable attorney's fees.

4.13 Maintenance of Effort

4.13.1 Sub-Grantee Assurance Labor Conditions

To assure maintenance of effort the program funded by this Sub-grant Agreement:

- a. Shall result in an increase in workforce opportunities over those, which would otherwise be available.
- b. Shall not result in the displacement of currently employed workers by either a participant or an individual employed to carry out the obligations under this Sub-grant Agreement, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.
- c. Shall not impair current contracts for services or collective bargaining Sub-grant Agreements or result in the substitution of federal funds made available by this Sub-grant Agreement to subsidize work that would otherwise be performed by the Sub-grantee.
- d. Shall not create a job in a promotional line for either a participant or an individual employed to carry out the obligations under this Sub-grant Agreement, which will infringe in any way upon the promotional opportunities of a currently employed individual.

- e. When Sub-Grantee anticipates a situation, such as that described in Article 4, Section 4.13 above, Sub-Grantee shall immediately notify CSBD and await instruction prior to expending any funds as contracted for in connection with the operation of its program.

4.13.2 Participant Placement

No participant shall be employed or job opening filled with an individual whose salary is funded by this Sub-grant Agreement:

- a. When any other individual is on lay-off from the same or any substantially equivalent job; or
- b. When the employer/Sub-Grantee has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant or employee whose wages are subsidized by federal grant funds or paid for with federal grant funds.

4.13.3 Relocation

Sub-Grantee shall not use any of the funds under this Sub-grant Agreement to encourage, or induce the relocation of an establishment. Sub-Grantee shall not enter into any Sub-grant Agreement or relationship with a relocated establishment for the conduct of customized or skill training, on the job training, or company specific assessments of job applicants for a period of one hundred and twenty (120) days after the establishment has opened its doors for business with the general public. Establishments include successors in interest. Violations of this section shall result in double damages to be repaid to CSBD.

4.14 Nepotism

4.14.1 Prohibition in Employment

Sub-Grantee may not hire a person in an administrative capacity, staff position, or on-the-job training position funded through a federal grant if a member of that person's immediate family is employed in an administrative capacity for CSBD or the Sub-grantee. Sub-Grantee shall make full disclosure regarding any procurements which are not arm's length including small business purchases, and may not enter into any Sub-grant Agreements or make purchases without CSBD's approval where a conflict of interest, or the appearance of a conflict of interest exists or the purchase

is not arm's length and involves a family member as described herein, or a business partner or related company.

4.14.2 Applicability of Stricter Standards

Where the Sub-grantee's nepotism guidelines or state or local guidelines are more stringent than the above requirement, those guidelines shall be followed instead.

4.14.3 Individual Recommendations

No individual whose salary is funded in whole or in part under this Sub-grant Agreement, or who is responsible for carrying out the obligations under this Sub-grant Agreement shall appoint, employ, advance, or advocate for the appointment, employment, promotion, or advancement, a member of that individual's immediate family, to a position with the Sub-Grantee's organization.

4.14.4 Procurement of Goods and Services

Neither Sub-Grantee nor any individual whose salary is funded in whole or in part under this Sub-grant Agreement, or who is responsible for carrying out the obligations under this Sub-grant Agreement for the Sub-grantee, shall enter into a contract, and/or purchase goods, and/or services with funds made available under this Sub-grant Agreement from:

- a. A member of that individual's immediate family.
- b. A member of Sub-grantee's staff or their immediate family or
- c. From a Consultant or Subcontractor unless the item was separately procured and CSBD approved the purchase after full disclosure, or
- d. From a related company or affiliate of any of the individuals or entities identified herein.

4.14.5 Definition of Immediate Family Member

Immediate family member for purposes of this section shall mean a wife, husband, son, daughter, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, mother, father, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, grandchild, half-brother, half-sister and first cousin.

4.15 Application of the Davis Bacon Act to Programs Operated Under this Sub-grant Agreement

4.15.1 Davis Bacon Wages

Sub-Grantee agrees to apply Davis Bacon wage rates to projects funded under this Sub-grant Agreement which involve construction, alteration or repair including painting and decorating of buildings, projects, and works which are not ordinarily done by Sub-grantee's regular work force.

4.15.2 Copeland Anti-Kickback Act

Sub-Grantee shall comply with the requirements of the Copeland Anti-Kickback Act 40 U.S.C. § 276c (1995)/18 U.S.C. 874 and the regulations promulgated thereunder 29 CFR § 3 (1995)/29 CFR § 5 (1995).

4.16 Prohibition Against Unallowable and Criminal Activities

4.16.1 Unallowable, Fraudulent and Criminal Activities

Sub-Grantee shall not enroll ineligible individuals, embezzle, willfully misapply, steal or obtain by fraud any moneys, funds, assets or property which are the subject of this Sub-grant Agreement or amendments hereto. If Sub-Grantee violates this provision, Sub-Grantee shall be required to refund all monies and shall be subject to the sanctions of the applicable grant legislation and to the criminal provisions of Title 18 of the United States Code Section 665. The Sub-Grantee shall also be subject to the immediate suspension of payments by CSBD under this Sub-grant Agreement and amendments hereto and immediate termination by CSBD of this Sub-grant Agreement and any amendments hereto.

4.16.2 Reporting of Waste, Fraud and Abuse

Sub-Grantee may not require employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting their employees or contractors from reporting such waste, fraud, or abuse. P.L. 115-141, Division E, Title VII, Section 743.

4.16.3 Prohibition Against Solicitations and Gratuities

Sub-Grantee agrees and understands that no officer or employee of the Sub-Grantee shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential sub-contractor or employer or from any staff person or elected official connected with CSBD.

4.16.4 Prohibition on Contracting with Corporations with Felony Criminal Convictions

Sub-Grantee certifies that neither they nor any of their officers or directors have been convicted of a felony criminal violation under any Federal law within the preceding 24 months and agrees that they will not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months. P.L. 115-141, Division E, Title VII, Section 746.

4.16.5 Prohibition on Contracting with Corporations with Unpaid Tax Liability

Sub-Grantee certifies that they have no unpaid Federal tax liability and that they will not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability. P.L. 115-141, Division E, Title VII, Section 745.

4.16.6 Prohibition Against the Payment of Fees

Sub-Grantee agrees and understands that no funds provided for by this Sub-grant Agreement or amendments hereto shall be used for the payment of a fee charged to an individual for the placement or referral of that individual to a training program funded under WIOA.

4.16.7 Requirement for Blocking Pornography Pursuant to P.L. 115-141, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

4.16.8 Prohibition Against Lobbying

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto for lobbying federal, state, or local legislators in accordance with the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352

4.16.9 Prohibition on Providing Federal Funds to ACORN

Sub-Grantee may not provide sub-grant funds to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors. P.L. 115-141, Division H, Title V, Section 522.

4.16.10 Prohibition on Trafficking in Persons

During the time this sub-grant is in effect Subrecipient and subrecipients' employees may not (A) Engage in trafficking in persons (B) Procure a commercial sex act or (C) Use forced labor in the performance of this subaward under the award and shall be in compliance with 22 U.S.C. 7102 et seq.

4.17 Child Labor Laws and the Pro Children Act

- a. Sub-Grantee shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Sub-grant Agreement or amendments hereto.
- b. Sub-Grantee agrees to comply with the Pro-Children Act 20 U.S.C. 6083.
- c. Prohibition on Procuring Goods Obtained Through Child Labor

Sub-Grantee agrees not to expend funds for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 18, 2015. DOL listed at: <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>. P.L. 115-141, Division H, Title I, Section 103.

4.18 Collective Bargaining Sub-Grant Agreements

4.18.1 Application of Collective Bargaining Sub-Grant Agreements

Sub-Grantee agrees and understands that it must comply with and shall not violate the terms and conditions of any collective bargaining Sub-grant Agreement in effect during the course of this Sub-Grant Agreement.

4.18.2 Activities Inconsistent with Collective Bargaining Sub-Grant Agreements

If the program funded under this Sub-grant Agreement would be inconsistent with the terms of a collective bargaining agreement, then Sub-Grantee shall seek the written concurrence of both the labor organization and the employer concerned prior to operating such programs. Failure to receive a response to a written request may be deemed concurrence.

4.19 Unions

4.19.1 Use of Funds

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto to assist, promote, or deter union organizing.

4.19.2 Placement During a Work Stoppage

No participant may be placed into, or remain working in any position which is affected by labor disputes involving a work stoppage. Sub-Grantee shall make every effort to relocate participants who wish to remain working, into suitable positions unaffected by the work stoppage.

4.19.3 Union Membership

Sub-Grantee shall not require any participant in a position funded by this Sub-grant Agreement to join a union in order to receive institutional training unless the participant is subject to a collective bargaining Sub-grant Agreement containing a union security provision.

4.20 Working Conditions

4.20.1 Appropriate Conditions

Sub-Grantee agrees that conditions of employment and/or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participants.

4.20.2 Hazardous and Dangerous Conditions

Sub-Grantee shall not place participants at work or training sites which are or could reasonably be expected to be hazardous, dangerous, unsafe or unsanitary. Participants assigned to work in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.

4.20.3 Benefits and Working Conditions

Participants shall be accorded the same benefits and working conditions accorded other employees working a similar length of time and doing similar types of work.

4.20.4 Health and Safety Standards

Health and Safety Standards established by state and federal laws applicable to working conditions of employees shall be equally applicable

to participants. At a minimum contractor shall comply with the Work Hours and Safety Standards Act, 40 U.S.C. 327 et al and 29 CFR part 5.

4.20.5 Fair Labor Standards

Sub-Grantee shall adhere to the Fair Labor Standards Act with respect to hours of work and working conditions as appropriate and to the Fair Labor Standards Act Amendment for Major Disasters. P.L. 115-141, Division H, Title I, Section 109

4.20.6 Contributions to Retirement Systems

No funds available under this Sub-grant Agreement may be used for contributions on behalf of any participant to a retirement system or plan.

4.21 Program Income

4.21.1 Program Income Must be Returned to CSBD

All income as defined in Article 2, Section 2.50, realized in operating a program provided for under this Sub-grant Agreement or any amendment hereto shall be reported to and returned to CSBD at the end of each quarter during which the income was realized and, in any event, shall be reported and returned to CSBD upon termination of this Sub-grant Agreement. Program income does not include income from royalties and license fees for copyrighted material, patent, patent applications, trademarks, and inventions.

4.21.2 Audits Must Contain a Program Income Schedule

Sub-Grantee agrees to include in their audits a schedule prepared by their auditor detailing program income realized under this contract.

4.21.3 Continuation of Program Income Revenues

Rental income and user fees on real and personal property acquired with contract funds shall continue to be program income upon termination of this Sub-grant Agreement. Sub-Grantee shall make provision for accounting for such funds and returning the income to CSBD.

4.21.4 Sub-Grantee Use of Program Income

In the event that Sub-Grantee wishes to use program income to further or enhance activities funded by this Sub-grant Agreement Sub-Grantee may request such permission in writing from the CSBD President/CEO who shall consider such request and reply in writing either approving or denying the

request. There shall be no appeal of the President/CEO's decision. Program income may only be used for allowable activities and costs. In the event that the use of program income is approved it shall be added to contractor's budget in accordance with the amendment provisions under this Sub-grant Agreement.

4.22 Insurance and Bonding

4.22.1 Sub-Grantee agrees to maintain the insurance required by this Sub-Grant Agreement in full force and effect throughout the term of this Sub-Grant Agreement and during any renewal or extension term of the Sub-Grant Agreement. The insurance shall be of such types and in accordance with the terms and limits noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Sub-Grantee.

4.22.2 Sub-Grantee will provide CSBD Certificates of Insurance, evidencing the required coverage prior to Sub-Grant Agreement start including all endorsements required herein and shall keep such certificates current during the entire term of this Sub-Grant Agreement. If Sub-Grantee fails to maintain insurance as specified in this Sub-Grant Agreement, CSBD may terminate this Sub-Grant Agreement upon seven (7) days' written notice. The certificates of insurance shall:

a. Provide that the Insurance shall not be changed, canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to CSBD. If a thirty (30) day notice of cancellation endorsement is not received, the cancellation clause must include language as follows:

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED.

b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

c. If the Sub-Grant Agreement term goes beyond the expiration date of the insurance policy, Sub-Grantee shall provide CSBD with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. CSBD reserves the right to suspend the Sub-Grant Agreement until this requirement is met.

4.22.3 Any costs for adding CSBD as an additional insured may be reimbursed by CSBD and shall be included in the Sub-Grantee's budget

4.22.4 The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Sub-Grant Agreement date or prior.

a. The certificate shall contain the title of the insurance contract and contract number.

b. The Certificate Holder should read as follows: CareerSource Broward, 2890 W Cypress Creek Road, Fort Lauderdale, FL 33309

4.22.5 The Sub-Grantee's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Sub-Grantee shall not be interpreted as limiting the Sub-Grantee's liability and obligations under this Sub-Grant Agreement. The policy or policies of insurance required by this Sub-Grant Agreement must be issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by CSBD. Coverage will be on the most current form of the relevant policy. The policy or policies of insurance maintained by the Sub-Grantee shall provide the minimum limits and coverage as applicable to this project as set forth herein.

4.22.6 Deductible of Self Insurance Retention

a. Sub-Grantee has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.

b. All insurance policies required by this Sub-Grant Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000, which deductible shall be subject to approval by CSBD. Sub-Grantee shall be solely responsible for reimbursement of any deductible to the insurer

4.22.7 If the Sub-Grantee's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Sub-Grant Agreement, the Sub-

Grantee may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

- 4.22.8 Any exclusion or provision in the insurance maintained by the Sub-Grantee that excludes coverage for work contemplated in this Sub-Grant Agreement shall be unacceptable and shall be considered breach of contract.
- 4.22.9 Sub-Grantee shall provide notice of any and all claims, accidents, and any other occurrences associated with this Sub-Grant Agreement to Sub-Grantee's insurance company and to the CSBD VP of Operations and the CSBD VP of Human Resources as soon as practical.
- 4.22.10 It is the Sub-Grantee's responsibility to ensure that any and all of Sub-Grantee's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Sub-Grantee.
- 4.22.11 CSBD shall retain the right at any time to review the coverage, form and amount of the insurance required hereby (as described above). If, in the opinion of CSBD, the insurance provisions in this Sub-Grant Agreement do not provide adequate protection for CSBD, CSBD may, by providing Sub-Grantee at least sixty (60) days written notice, require Sub-Grantee to obtain insurance sufficient in coverage, form and amount to provide adequate protection. CSBD requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks which actually exist at the time a change in insurance is required. In event CSBD should change its insurance requirements as provided in this paragraph and Sub-Grantee shall secure different or additional insurance, the additional cost directly associated with meeting CSBD's new insurance requirements, if any, shall be charged to and paid by CSBD.
- 4.22.12 The Sub-Grantee shall maintain during the term of this Sub-Grant Agreement, the insurance and bonding specified below. This is in addition to the theft coverage required in Article 3.

a. Third Party Liability

COMMERCIAL/THIRD PARTY GENERAL LIABILITY insurance shall be maintained for the life of the contract. This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly or indirectly from the performance of the Sub-Grant Agreement. It must be an occurrence form policy. CSBD and its governing boards, the CSBD Council of Elected Officials and the Broward Workforce Development Board, Inc., their officers, directors,

agents, servants, employees and volunteers shall be covered and named as an additional insured on the certificate for commercial general liability insurance with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Sub-Grantee. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for Bodily Injury Liability, Property Damage Liability and Personal injury. The policy must include coverage for Contractual Liability and Independent Sub-Grantees. The coverage shall contain no special limitation on the scope of protection afforded to CSBD, or the CSBD governing boards or their officers, directors, employees, and volunteers.

b. Fidelity Bond

Coverage in an amount not less than \$1,000,000 per loss for dishonest acts of the Sub-Grantee's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Sub-Grantee shall secure insurance through a surety bond to provide coverage for an amount equal to three months of the payroll, fee and cost of benefits awarded under this contract.

In the event that Sub-Grantee has several contracts with CSBD, the insurance policy shall cover an amount equal to three months of total costs across all contracts to include the payroll for the period, taxes and insurance, Sub-Grantee's fee and cost of benefits awarded. The policy shall name CSBD, the CSBD governing boards, the CSBD officers, directors and those employees in positions allowing for access to or control of funds to be paid to Sub-Grantee under this Sub-Grant Agreement. The Sub-Grantee agrees to reimburse CSBD for any loss incurred by CSBD under this Dub-Grant Agreement. Sub-Grantee shall be liable for any sums not covered and/or paid by their insurer.

c. Workers Compensation.

Coverage must be afforded per Federal and State of Florida, Chapter 440, Florida Statutes with minimum statutory limits or elective exemptions as defined in Section 440, Florida Statutes Any person or entity performing work for or on behalf of CSBD must provide Workers' Compensation insurance. The Contractor waives, and the

Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against CSBD and the CSBD governing boards, their officers, directors, employees, and volunteers for all losses or damages. The Workers Compensation Policy must include Employers' Liability with minimum limits of \$100,000 for each accident. CSBD requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from others or equivalent.

Participants on a work experience assignment subsidized with WIOA funds under this Sub-grant Agreement are covered for work related injuries by the State of Florida and in the event of an injury Sub-Grantee shall coordinate with the CSBD VP of Human Resources to coordinate coverage.

d. Non-Owner Coverage

Business Automobile Liability insurance for all Owned, Hired, Scheduled, and Non-Owned vehicles coverage for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. CSBD, the CSBD governing boards, their officers, directors, employees, and volunteers shall be named as additional insureds on the certificate of insurance. If Sub-Grantee does not own vehicles, Sub-Grantee shall have the option to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of an endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy. The insurance must be an occurrence form policy.

Directors and Officers, Employment Practice Liability and Errors and Omission Coverage

Non-governmental Sub-Grantees shall maintain Directors and Officers Liability Insurance, which shall include Employment Practice Liability and Errors and Omission Coverage. Errors and Omission Coverage may not be paid for with WIOA funds, Coverage shall be in the amount of at least one million dollars (\$1,000,000.00) and shall name CSBD Employment Solutions as an additional insured as required herein.

4.23 Independent Sub-grantee

The Sub-Grantee understands and agrees that it is an independent contractor and no provision of this Sub-grant Agreement shall be construed as creating an agency or employment relationship between CSBD and Sub-Grantee or Sub-grantee's employees.

4.24 Indemnification Applicable to State Agencies and Governmental Entities

If Sub-Grantee is a state agency as defined in Chapter 768.28, Florida Statutes, Sub-Grantee agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Sub-Grantee as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Sub-grant Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Sub-grant Agreement. To the extent considered necessary by CSBD any sums due Sub-Grantee under this Sub-grant Agreement may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Sub-grant Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

4.25 Conflict of Interest

4.25.1 Sub-Grant Agreement warrants that they did not solicit, pay, or offer some other form of consideration to any BWDB or CSBD Council Member, CSBD staff person, or other elected official or public officer in order to obtain this contract award.

4.25.2 Sub-Grantee assures that it is in compliance with the WIOA and other federal and state applicable conflict of interest restrictions.

4.25.3 Sub-Grantee agrees to abide by CSBD's Code of Conduct or with its own organizational Code of Conduct so long as it meets the minimum standard set forth in 2 CFR 200.

4.25.4 Neither Sub-Grantee nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Sub-Grantee's loyal and conscientious exercise of judgment related to performance under this Sub-Grant Agreement.

4.25.5 Sub-Grantee agrees that none of its officers or employees shall during the term of this Sub-Grant Agreement serve as an expert witness against CSBD, the CSBD Council of Elected Officials, or the BWDB, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CSBD or the BWDB or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons

from representing themselves in any action or in any administrative or legal proceeding.

4.25.6 In the event Sub-Grantee is given written authorization from CSBD to utilize subcontractors to perform any services required by this Sub-Grant Agreement Sub-Grantee agrees to prohibit such subcontractors by written contract, from having any conflicts as within the meaning of this section.

4.26 Applicability of Governing Laws

This Sub-Grant Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation arising out of or concerning this Sub-Grant Agreement shall be in Broward County, Florida.

In addition to other indemnification and assumption of liability agreed to herein, Sub-Grantee shall be responsible for the cost of legal defense awards, damages, penalties and/or fines for claims brought against Sub-Grantee and also naming CSBD for acts of commission and/or omissions on the part of the Sub-Grantee in relation to employees, consultants, agents or persons providing goods and/or services under this Sub-grant Agreement. Sub-Grantee may secure Directors and Officers Liability Insurance for coverage of such contingencies. Costs attributable to such coverage may be paid for with funds provided under this Sub-grant Agreement so long as it they are budgeted for within the line items of the budget attached as Exhibit A.

4.27 Sub-Grant Agreements in Excess of \$100,000.00

To the extent this contract is funded in excess of one hundred thousand dollars (\$100,000.00) of federal grant funds Sub-Grantee shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

4.28 Representation Regarding Quality

4.28.1 Sub-Grantee represents that all person delivering the services required by this Sub-grant Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof to adequately and competently perform the duties, obligations, and services set forth in this Sub-grant Agreement and to provide and perform such services to CSBD's satisfaction for the agreed compensation.

4.28.2 Sub-Grantee shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of services under this Sub-grant Agreement.

4.28.3 Sub-Grantee shall perform its duties, obligations, and services under this Sub-grant Agreement in a skillful, respectable and cost-conscious manner. The quality of Sub-grantee's performance and all interim and final product(s) provided to or on behalf of CSBD shall be comparable to the best local, state and national services.

4.29 Transportation Requirement

If participants are to be transported and Sub-Grantee is receiving WTP funds Sub-Grantee shall comply with the provisions of F.S. 427 and Rule Chapter 41-2 FAC.

4.30 Health Insurance Requirements

4.30.1 Except for exemptions identified in the statute or regulations federal funds may not be used to enter into or renew a contract for health insurance coverage which includes a provision for drug coverage unless the contract includes a provision for contraceptive coverage. P.L. 115-141, Division E, Title VII, Section 726.

4.30.2 Health coverage must comply with the restriction on abortions Pursuant to P.L. 115-141, Division H, Title V, Sections 506 and 507.

4.31 E-Verify

4.31.1 Sub-Grantee agrees to comply with Florida Statutes 448.095 and shall:

- a. Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,
- b. Not employ, contract with, or subcontract with an unauthorized alien
- c. Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.

4.32 Prohibition on certain telecommuting and video surveillance services or equipment
2 CFR 200.216

4.32.1 Recipients and sub recipients are prohibited from obligating or
expending loan or grant funds to:

- a. Procure or obtain
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.”

4.32.2 In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

4.33 Statutory and national policy requirements 2 CFR 200.300

The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

4.34 Executive Compensation

The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41U.S.C.4712, and 10 U.S.C. 324, 41 U.S.C. 4304 and 4310.

4.35 To the extent applicable Sub-Grantee shall comply with 2 CFR 200.322 Domestic preferences for procurement.

4.36 To the extent applicable Sub-Grantee shall comply with 2 CFR 200.323 Procurement of recovered materials.

END OF ARTICLE 4

ARTICLE 5

PROGRAM REQUIREMENTS

5.1 Monitoring

5.1.1 Sub-Grantee's Responsibility

Sub-Grantee shall develop a monitoring protocol for the programs being provided under this Sub-Grant Agreement as well for their fiscal operations and shall provide for the self-monitoring of their programs in accordance with Article 7.

5.2 Access to Records

5.2.1 Availability of Records

- a. At any time during the term of this Sub-Grant Agreement, or at any time during the record retention period following termination of this Sub-Grant Agreement, Sub-Grantee shall make all contracts, invoices, payroll records, personnel files, and any and all other records relating to the program, funded by this Sub-Grant Agreement, available and shall permit the Secretary of Labor, Comptroller General, the Governor, CSBD or their designated representatives to conduct on site or virtual evaluations, audits, investigations, and monitor program performance to ensure compliance with the terms of the Sub-Grant Agreement and amendments hereto.
- b. Sub-Grantee shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Sub-Grantee pertaining to any program funded by this Sub-Grant Agreement or amendment hereto, available to CSBD in Broward County, to the Comptroller General of the United States, the federal government and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost.
- c. Sub-Grantee shall assure that program and fiscal records are available to the monitors at the time of the start of all monitoring visits. CSBD shall provide Sub-Grantee with a schedule of monitoring visits.

5.2.2 Freedom of Information

Records maintained in support of the program funded by this Sub-Grant Agreement are not subject to the Freedom of Information Act (5 U.S.C. 552).

5.3 Record Retention

5.3.1 Five Year Retention Requirement

Sub-Grantee shall keep copies of all records, accounts, and documents pertaining to the operation of this Sub-Grant Agreement or any amendment hereto for not less than five (5) years following the expiration of this Sub-Grant Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Sub-Grant Agreement or amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

5.3.2 Title to Records Vests with CSBD

Sub-Grantee understands and agrees that the records it maintains for programs funded by this Sub-Grant Agreement are CSBD's property and are maintained for the benefit of CSBD. Therefore, Sub-Grantee shall not dispose of any records without the prior written consent of CSBD and in the event of a termination of the Sub-Grant Agreement shall either return all records to CSBD or shall maintain the records in accordance with the terms and conditions of this Sub-Grant Agreement and in a manner which will make them accessible through the record retention period.

5.3.3 Property Records

Sub-Grantee shall maintain all records pertaining to any property purchased with funds under this Sub-Grant Agreement for five (5) years following final disposition of that property. For purposes of this section, final disposition shall include a return of the property to CSBD. Any property returned to CSBD must be accompanied by all original records or certified copies thereof pertaining to the property.

5.3.4 Retention Period Commencement

The retention date of records shall commence with the termination of this Sub-Grant Agreement or any amendment hereto.

5.3.5 Production of Reports and Records

Sub-Grantee understands and agrees that when requested, Sub-Grantee shall complete and furnish to CSBD all forms, reports, documents, and program/fiscal records, within ten (10) days of said request unless other timeframes are required under this Sub-Grant Agreement. Failure to comply with this provision will result in CSBD's withholding the Sub-Grantee's reimbursement until such time that the Sub-Grantee complies with CSBD's request.

5.4 PELL Grants and Other Financial Aid

5.4.1 Application for PELL

Sub-Grantee shall assist all CSBD participants, referred or approved to receive tuition assistance for training, with the application process for PELL Grants, or other federal, state, or local financial assistance as appropriate.

5.4.2 Coordination of PELL, Other Awards and WIOA

If Sub-Grantee is a Title IV eligible educational institution under the Higher Education Act, or is referring participants to training with such institutions, the institution's financial aid officer, or contractor, as appropriate, shall inform CSBD and or their contractor of the amounts and disposition of HEA Title IV awards and all other financial aid afforded to participants enrolled with the Title IV eligible educational institution within fifteen (15) days of the financial award. If tuition is included in the contract budget, the budget shall be subject to amendment in order to de-obligate or reprogram funds set aside for tuition and not used in order to avoid duplicate payments.

5.5 Enforcement of Sub-Grant Agreement Terms

The failure of CSBD to strictly enforce any of the provisions of this Sub-Grant Agreement, or to require strict performance by the Sub-Grantee of any of the provisions herein, shall in no way be construed to be a waiver of such provisions or any other provision contained herein nor shall it in any way affect the validity of this Sub-Grant Agreement or any part hereof, or waive the right of CSBD to enforce each and every provision herein. The Sub-Grantee is responsible for fulfilling all terms and conditions of this Sub-Grant Agreement. While CSBD may monitor the Sub-Grantee's performance under this Sub-Grant Agreement, the Sub-Grantee remains solely responsible for its performance. CSBD's monitoring of the Sub-Grant Agreement shall not constitute a notice, acceptance waiver or modification of any term or condition. Terms and conditions may only be modified by written contract amendment as specified herein.

5.6.1 Governmental, Public and Private-Not-For-Profit Entities Requirement to Audit

- a. Sub-Grantee shall provide for the conduct of an external audit of the program funded by this Sub-Grant Agreement and any amendments hereto if total aggregate expenditures of federal funds received from any source total One Million dollars (\$1,000,000.00) or more in any fiscal year. The audit shall be conducted in accordance with the provisions of the Federal Single Audit Act of 1996, as amended and in compliance with State of Florida requirements, and 2 CFR 200 Part F. In determining the federal awards expended in its fiscal year, Sub-Grantee shall consider all sources of federal awards. The determination of amounts of federal awards expended should be in accordance with 2 CFR 200 Part F.
- b. Audits shall cover the entire recipient organization for the organization's fiscal year. Compliance findings related to contracts with CSBD shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met if a match was required. All questioned costs and liabilities shall be fully disclosed in the audit report and if related to an award from CSBD to Sub-grantee shall reference the CSBD contract involved.

5.6.2 Commercial Entities Requirement to Audit

Commercial organizations receiving in excess of One Million dollars (\$1,000,000.00) a year of federal grant funds, whether from CSBD or other funding sources, shall conduct a program specific independent financial and compliance audit in accordance with GAAS, or an organization wide audit conducted in accordance with 2 CFR 200 Part F that includes the federal funds received and the program conducted, within its scope. Reference 20 C.F.R. Part 667.200 (b)(2)(ii) and 45 C.F.R., Part 74.26 as they apply to WIOA and WTP funds.

5.6.3 Reimbursement for Audit Expense

Sub-Grantee agrees that although funds might be allocated in their budget for audit expense, they will not seek reimbursement from CSBD for the costs of any audit in whole or in part, for any fiscal year in which their expenditure of federal funds regardless of the source of receipt of those federal funds does not exceed One Million dollars (\$1,000,000.00).

5.6.4 Period of Performance

- a. Audits must be conducted, completed, and submitted within thirty (30) days of the receipt of the Audit Report following termination of this Sub-Grant Agreement or within nine (9) months after the end of the audit period which ever comes sooner.
- b. Failure to submit an Audit Report, as required, may result in the withholding of payments due Sub-Grantee under this or any other Sub-Grant Agreement in place with CSBD.

5.6.5 Identification of Program Income

Audit Reports shall include a schedule identifying program income as defined herein.

5.6.6 Disallowed and Questioned Costs

- a. Sub-Grantee shall be liable to CSBD for any disallowed or questioned costs that Sub-Grantee or CSBD incurs as a result of Sub-Grantee expending funds in violation of this Sub-Grant Agreement or in violation of federal, state or local statutes, regulations, rules, policies, or procedures.
- b. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to CSBD by Sub-Grantee within thirty (30) days of the issuance of the report.

5.6.7 Audit Resolution Procedures

Sub-Grantee agrees to be subject to the monitoring, review and audit resolution procedures established by CSBD, the State of Florida or the applicable federal agency and to cooperate with CSBD in the event that resolution cannot be achieved at CSBD's level.

5.6.8 Deduction from Monies Due Sub-Grantee

If this or any other Sub-Grant Agreement is in effect at the time of the identification of a questioned or disallowed cost, or a credit that is due CSBD, CSBD may deduct the amount disallowed/questioned from any reimbursements or payments due Sub-Grantee.

5.6.9 Failure to Discover

CSBD's failure to either promptly discover or demand prompt payment for questioned or disallowed costs will not relieve Sub-Grantee from their obligation to repay the disallowance or questioned cost at the time of identification or demand.

5.6.10 Stand-In Costs

Sub-Grantee may with the written approval of CSBD and the State of Florida, substitute allowable uncharged costs or in-kind contributions, made from non-federal sources to support the program funded by this Sub-Grant Agreement, to stand in for a disallowed or questioned cost. Such contributions or in-kind payments must have been documented in Sub-Grantee's budget attached to this Sub-Grant Agreement and/or books of account as may be required by the federal rules. The expenditure must be supported by the Sub-Grantee's independent Audit Report. The uncharged costs must have been incurred in the same program year as the costs, which they are proposed to replace.

5.6.11 Expiration of the Sub-Grant Agreement

The expiration of the contract shall not affect CSBD's, the State's, or any applicable federal agency's right to audit, disallow, or question a cost, or Sub-Grantee's obligation to repay the cost.

5.6.12 Audit Requirements Upon Dissolution of Sub-Grantee's Organization or Termination of Sub-Grant Agreement

- a. In the event of the voluntary or involuntary dissolution of Sub-Grantee's organization Sub-Grantee shall inform CSBD, within twenty-four (24) hours of Sub-Grantee's knowledge of its intent to dissolve or of the involuntary dissolution of their organization, and prior to actual dissolution, agrees to allow CSBD to arrange for an immediate audit of Sub-Grantee's organization. CSBD may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Sub-Grant Agreement and any amendments hereto so that an immediate audit may be performed.

- b. Notice required by this section shall be in writing and in accordance with the Notice provisions contained herein.
- c. If Sub-Grantee is requested to provide CSBD with their records or elects to provide CSBD with all its records pertaining to this Sub-Grant Agreement or any amendments hereto they shall be delivered to the CSBD Vice President of Finance who is the designated custodian of the records for purposes of compliance with this section.
- d. Upon termination of this Sub-Grant Agreement for any reason Sub-Grantee agrees to allow CSBD to arrange for an immediate audit of Sub-Grantee's organization and/or the program/fiscal records, as appropriate. The audit may be organization wide or program specific in accordance with the requirements of the Office of Management and Budget and/or the State of Florida.

5.7 Amendments

5.7.1 Requests for Amendments

If either Sub-Grantee or CSBD wishes to modify, change, or amend this Sub-Grant Agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Sub-Grant Agreement. No such change shall be effective until approved by CSBD and/or the Sub-Grantee and a formal amendment to this Sub-Grant Agreement is executed by both parties.

- a. Sub-Grantee shall not be permitted to increase staff salaries not already provided for in the budget attached hereto as Exhibit A, add new lines items or make other adjustments to the budget without a prior written contract modification request to CSBD.
- b. Sub-Grantee shall not make expenditures or otherwise encumber funds prior to execution of a formal amendment.
- c. Where modification requests include changes to the budget CSBD shall evaluate the cost reasonableness of the request and if appropriate justification is provided by Sub-Grantee a written amendment shall be executed.

5.7.2 Time for Requesting Amendments

Sub-Grantee may request an amendment to their Sub-Grant Agreement one (1) time per program year quarter. The deadline for the last request shall be May 15th for each year this Sub-Grant Agreement is in effect.

5.7.3 CSBD's Unilateral Rights to Amend

Sub-Grantee understands and agrees that CSBD may unilaterally amend this Sub-Grant Agreement to conform to changes in any federal or state statute, regulation, or policy which is applicable to the program funded by this Sub-Grant Agreement or any amendment hereto. CSBD shall provide Sub-Grantee with advanced written notice of such amendment.

5.7.4 Amendments for Local Conditions

Sub-Grantee understands and agrees that CSBD may amend this Sub-Grant Agreement as regards reduction in training slots and/or a redirection of training areas affecting and reducing total funds available to Sub-Grantee, as a result of economic conditions and/or employment trends within Broward County's labor market.

5.8 Copyrights, Patents, Rights in Data

5.8.1 Non-Exclusive Use and License

- a. Sub-Grantee agrees that CSBD, the State, and the federal government shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use a copyright or patent or rights in data in any copyright, patent, work, or invention developed in whole or in part with contract funds or which Sub-Grantee purchases with contract funds.
- b. CSBD may utilize products as described in paragraphs "a" above in conjunction with fee for service activities developed or operated by CSBD.
- c. Sub-Grantee agrees to comply with this section regardless of whether or not a copyright or patent has been secured or applied for in connection with the materials, products, rights in data, intellectual property or other similar materials or part thereof developed in whole or in part with funds made available under this Sub-Grant Agreement.
- d. Any breach of this section shall entitle CSBD to damages at least equal to the fair market value of the materials, products, rights in data, intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

5.8.2 Curriculum materials developed and copyrighted with non-contract funds but which may be used for this project are not subject to this section.

5.9 CSBD Policies and Procedures

Sub-Grantee agrees to adhere to all CSBD policies and procedures applicable to the operation of the program.

5.10 Prior Sub-Grant Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, Sub-Grant Agreements, and understandings applicable to the matters contained herein and Sub-Grantee and CSBD agree that there are no commitments, Sub-Grant Agreements or understandings concerning the subject matter of this Sub-Grant Agreement that are not contained in this document. Accordingly, Sub-Grantee and CSBD, agree that no deviation from the terms hereof shall be predicated upon any prior representations or Sub-Grant Agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Sub-Grantee and CSBD.

5.11 Client Confidentiality

5.11.1 Sub-Grantee Records are subject to the Florida Public Records Law, Florida Statutes section 119.07. Sub-Grantee and CSBD agree to share confidential customer and program information as necessary but only within the limits established by federal and state laws and regulations governing confidentiality.

5.11.2 Sub-Grantee acknowledges that their employees and employees of FloridaCommerce who are supervised or guided by Sub-Grantee, and any subcontractors of Sub-Grantee, receive information obtained from employers, participants and unemployment compensation claimants in the performance of their duties and in the course of delivering workforce program services. The information received may include, but is not limited to job and program applicant registrations, job orders, employer reports, unemployment compensation claims and related records. This information is confidential and Sub-Grantee agrees to safeguard the information against unauthorized disclosure in accordance with 20 CFR 603 and Florida Statutes sections 443.171(5) and 443.1715.

5.11.3 Sub-Grantee understands and agrees that Welfare Transition Program participant records are confidential and exempt from public records disclosure pursuant to 45 CFR 205.50 and Florida Statutes section 414.295,

and shall assure that safeguards are in place to protect the disclosure of such records.

5.11.4 Sub-Grantee, its employees, and individuals under the supervision of Sub-Grantee and subcontractors of Sub-Grantee in the course of performing their duties who receive and utilize confidential workforce program information shall:

- a. Maintain the confidentiality of employer, employee and participant.
- b. Identity and any and all related information pursuant to state and federal law and regulations. All individuals with access to the herein described records shall sign the "Non-Disclosure and Confidentiality Sub-Grant Agreement" and return it to the CSBD Sr. Sr. Vice President of Operations. A copy of the certification statement is attached as Exhibit C, and Sub-Grantee shall execute the Data Sharing Sub-Grant Agreement (Non-Disclosure and Confidentiality Sub-Grant Agreement), attached hereto as Exhibit D.
- c. Abide by all present and future directives and CSBD policies issued in accordance with state and federal laws pertaining to workforce programs and grants, privacy requirements and data confidentiality. Official requests for information shall be handled in accordance with FloridaCommerce (formerly DEO) guidance FG 02-033, Confidentiality of Records and Public Records Requests and Subpoenas, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the FloridaCommerce website floridajobs.org.
- d. Abide by data security measures imposed by the Department of Children and Families, or any other entity as necessary to comply with the Health Insurance Portability and Accountability Act (HIPAA) and, if requested by CSBD, Sub-Grantee shall execute a Business Associate Sub-Grant Agreement for the purpose of complying with HIPAA. If required by HIPAA or other laws, Sub-Grantee shall include in its "Notice of Privacy Practices" notice of Sub-Grantee's and CSBD's uses of client's Public HIPAA Information (PHI). The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Sub-Grant Agreement.
- e. Maintain the confidentiality of individual employer identifiable data. Individual employer identifiable data within the Labor Market Information (LMI) Program is confidential pursuant to Florida Statutes sections 443.171(5) and 443.1715, and Commissioner's Order 3-04 (USDOL). Labor Market Information (LMI) includes data such as labor force,

employment, unemployment, unemployment rates, mass layoffs, employment and wages by industry and occupation, and employment projections. In publishable aggregate form, this data is not confidential. This data is collected and produced through cooperative Sub-Grant Agreements with the United States Department of Labor (USDOL), Bureau of Labor Statistics, and FloridaCommerce, Labor Market Statistics. The information is collected under a pledge of confidentiality to employers and must be treated in a manner that will ensure individual identifiable data will be accessible to only authorized persons. No information or records that would reveal the identity of any individual employer obtained from the Agency should be copied or disclosed to any party other than those authorized by Labor Market Statistics. Confidential employer information may be made available to Sub-Grantee employees and individuals under their supervision and Sub-Grantee subcontractors in the performance of their public duties including statistical research, economic forecasting, job search and training, and implementation and administration of state law.

5.11.5 Special Confidentiality Requirements Applicable to Agreements with Sub-Grantee: CSBD Safeguarding the Confidentiality of Education Records

- a. Notwithstanding any provision to the contrary within this Agreement, CSBD shall:
 - i. Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records.
 - ii. Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release.
 - iii. Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this

Agreement and shall provide said list of employees to Sub-Grantee upon request.

- iv. Safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements.
- v. Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall, otherwise be in full be in compliance with Section 1006.1494, Florida Statutes.
- vi. Notify Sub-Grantee immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes.
- vii. Fully cooperate with appropriate Sub-Grantee staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner.
- viii. Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse Sub-Grantee any direct costs incurred by Sub-Grantee for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes.
- ix. Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.
- x. Provide Sub-Grantee with the name and contact information of its employee who shall serve as Sub-Grantee's primary security contact and shall be available to assist Sub-Grantee in resolving

obligations associated with a security breach of confidentiality of education records.

xi. Purge education records from any media owned by CSBD or which is in the sole control of CSBD once the media is no longer in use or is to be disposed.

b. All education records shall remain the property of Sub-Grantee, and any party contracting with Sub-Grantee serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at Sub-Grantee's request, return to Sub-Grantee or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide Sub-Grantee with a written acknowledgment of said disposition.

5.11.6 Purposes of Disclosure: Sub-Grantee will provide CSBD with the education records in this section for the following purposes:

- a. To provide a paid Work Experience with Employability Skills training for Out-of-School Youth
- b. To confirm eligibility for the WIOA program
- c. For students to be paid for work experience
- d. To provide transportation for worksite/school location
- e. To monitor student files for compliance

5.11.7 Types of Disclosure: Sub-Grantee will provide CSBD with the education records and will input these records into the CSBD DMS and Florida Commerce EF.

- a. Participant Social Security / Permanent Resident / or Green Card
- b. Participant Birth Certificate
- c. Participant Picture ID (DMV or school ID)
- d. Participant Proof of Home Address

- e. Participant Social Security Privacy Act Statement
- f. Participant Youth Participant Acknowledgement
- g. Participant Contract
- h. Participant I-9
- i. Participant Bank Authorization Form if required in order for participant to be paid
- j. Participant Application
- k. Participant Transportation Request Documentation
- l. Participant Request for Release of Information
- m. Participant Pre and Post TABE Test Scores
- n. Participant Proof of GED attainment and/or attainment of a high school diploma.
- o. Participant Grievance Procedure
- p. Participant Objective Assessment
- q. Participant Media Release
- r. Participant Department of Economic Disclosure
- s. Employment Verification
- t. Participant Time Sheets
- u. Participant Training Plan
- v. Participant Request for Bus Pass
- w. Participant Case Management Notes
- x. Participant and Family Income
- y. Participant FERPA release form

z. Participant Test Score

aa. Participant Proof of High School Diploma Attainment

5.11.8 In addition to the education records being disclosed by the Sub-Grantee in Section 5. this section, CBBB will also have access to work and information input by students in CSBD's online platform, including: Data Management System (DMS) and Employ Florida (EF). CSBD shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into CSBD's online platform, or when CSBD engages in passive tracking of children's personal information, Sub-Grantee shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

5.11.9 Sub-Grantee will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

5.11.10 The requirements of this section shall supersede any uses and disclosures of the education records as listed in CSBD's privacy policies.

5.12 Auditing of Data Protection Controls

a. CSBD or any of CSBD's subcontractors with access to Sub-Grantee data shall provide an attestation stating CSBD and/or CSBD's subcontractors with access to Sub-Grantee data have undergone a third-party audit and the security controls being used comply with acceptable security standards. This attestation shall be provided to Sub-Grantee within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by CSBD or by any of CSBD's subcontractors with access to Sub-Grantee data under this Agreement.

b. At a minimum, the audit shall show what controls are used to:

- i. Protect Sub-Grantee against unauthorized access, unauthorized disclosure, and damage;
- ii. Reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided Sub-Grantee data;
- iii. Ensure Sub-Grantee student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet CSBD'S objectives while also ensuring the data is protected from unauthorized use or disclosure; and
- iv. Monitor compliance with established security controls.

- c. Additionally, CSBD and/or CSBD's subcontractors with access to SBBC data shall, at minimum, annually complete a third-party assessment of their security controls showing compliance with acceptable security standards and maintain compliance during the agreement. CSBD shall provide Sub-Grantee an attestation of continued compliance by CSBD and/or CSBD's subcontractors with access to Sub-Grantee data within ten (10) business days of written request by Sub-Grantee.

5.13 Buy American

Any equipment or goods to be purchased under this Sub-Grant Agreement shall be purchased in accordance with the Buy American Act. 41 US Code §§ 8301 through 8303.

5.14 Drug Free Workplace

5.14.1 Sub-Grantee certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.

5.14.2 Sub-Grantee shall not use any of the funds under this sub-grant for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act.

5.14.3 Sub-Grantee shall not use any of the funds under Sub-Grant Agreement to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

5.15 Headings

The headings of the sections of this Sub-Grant Agreement are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

5.16 Public Entities Crime

Sub-Grantee represents that the execution of this Sub-Grant Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids

on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Sub-Grant Agreement and recovery of all monies paid by CSBD pursuant to this Sub-Grant Agreement, and may result in debarment from CSBD's competitive procurement activities.

In addition to the foregoing, Sub-Grantee further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Sub-Grantee has been placed on the convicted vendor list.

5.17 Sub-Grant Agreement Term

5.17.1 The term of this Sub-Grant Agreement shall begin on the date it is fully executed by both parties and shall end on June 30, 2025.

5.17.2 The term of this Sub-Grant Agreement may be extended for four additional one-year periods. Renewal shall be at the option of the CSBD governing boards. The continuation of this Sub-Grant Agreement shall be subject to performance as defined herein, and the appropriation and availability of funds as described in this Sub-Grant Agreement.

5.17.3 At the end of each CSBD program year, if a new sub-grant agreement, for the same program services as provided for herein, is approved by the CSBD governing boards, or the term of this Sub-Grant Agreement is renewed by the CSBD governing boards for an additional one year period, the term of this Sub-grant Agreement shall automatically be extended from June 30, 2025 until such time as the new Agreement or amendment extending this Agreement, is approved and executed by Sub-Grantee, not to extend beyond September 30 of the calendar year following the end date of the immediately previous Agreement.

5.17.4 Sub-Grantee performance and the Sub-grant Agreement budget shall be re-negotiated at the beginning of each new program year.

5.17.5 All duties, obligations, and responsibilities of Sub-Grantee required by this Sub-Grant Agreement shall be completed no later than June 30, of the program year in which this Sub-Grant Agreement is executed. Thereafter if this Sub-Grant Agreement is extended all duties, obligations, and

responsibilities of Sub-Grantee required as a result of any extension shall be completed no later than June 30, of that program year. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Sub-Grant Agreement.

END OF ARTICLE 5

ARTICLE 6

SPECIAL OBLIGATIONS

6.1 Participant Payments

6.1.1 Participants receiving work experience or on-the job training wages may not be paid for time not in attendance, holidays, or overtime. Sub-grantees shall not certify time sheets, which provide for payment for holidays, time not in attendance, at work, or in class, as appropriate, or for overtime hours worked.

6.1.2 CSBD shall be responsible for making incentive payments available to Sub-Grantee for delivery to youth based upon funds set aside for such activities at the time of approval of Sub-grantee's proposal and/ or budget.

6.2 Actions to be taken in the Event of an Emergency or Natural Disaster.

6.2.1 CSBD and Sub-Grantee wish to ensure that service interruptions are kept to a minimum following an emergency or disaster.

6.2.2 Sub-Grantee shall designate three (3) individuals who shall provide CSBD with cell numbers and an additional contact number is available for each of the three (3) individuals. These individuals shall be the designated liaisons regarding all communications during the period of an emergency or natural disaster. The designated liaisons will participate in CSBD's annual emergency preparedness planning process and attend required meetings on this topic.

6.2.3 Sub-Grantee agrees that in the event of an emergency or natural disaster, Sub-Grantee shall take the below listed actions where advance notice permits or is provided, preceding an emergency or disaster:

- a. Sub-Grantee shall designate the liaisons in the case of an emergency.
- b. The individuals designated as the CSBD liaison shall contact the CSBD Executive Office and shall consult with the President or Vice President regarding closure of the One-Stop Center or program office being operated by Sub-Grantee and shall close operations in accordance with CSBD President's approval.
- c. Prior to closing the one-stop or local program office, Sub-Grantee shall protect participant files, equipment and other personal property paid for with CSBD funds by securing the equipment, covering the equipment, moving equipment away from doors or windows and/or taking such other actions to secure the equipment, personal property and participant files.

- d. The securing of equipment shall be done in accordance with the CSBD Information Technology Hurricane Preparedness Plan. Protection of other property and files must be done pursuant to a plan adopted by Sub-Grantee and approved by the CSBD President or his/her designee.
- 6.2.4 Sub-Grantee agrees that immediately following an emergency or disaster the designated liaison shall contact the CSBD President or Vice President to confer on the reopening of offices and the provision of services to the participants.
- a. Sub-Grantee shall adopt a plan to ensure that information regarding resumption of services is communicated to all workers/staff in the One-Stop Centers or program offices. An example of such a plan might include a telephone tree.
 - b. It shall be the responsibility of Sub-grantee's liaison to go out as soon as possible after an emergency or disaster to survey their offices. The liaison shall report any damages to the buildings or premises, downed trees, downed power lines, obstructions to access as well as power outages, water damage and water stoppages to the CSBD President or his/her designee.
 - c. Sub-Grantee shall Notice CSBD regarding the continuation or inability to continue services to participants following an emergency or disaster.

END OF ARTICLE 6

ARTICLE 7
SCOPE OF WORK

7.1 Program Description Out-of-School Youth

Sub-Grantee shall conduct an out-of-school youth program for one hundred and thirty-five (135) youth. This includes youth carried forward from the previous program year. Youth shall be at least 17 years old but have not yet reached their 24th birthday at the time of enrollment into the WIOA program, and shall not have completed high school or obtained a GED.

7.2 Recruitment

7.2.1 Sub-Grantee shall recruit 135 youth.

- a. The number of youth to be enrolled shall include the youth currently enrolled and carried forward from the previous program year to the new Agreement term.
- b. As youth exit successfully with their GED, and are placed or go on to post-secondary training or the military, the CSBD Sr. Vice President of Operations, after consulting with the CSBD Youth Program Manager and reviewing Sub-Grantee performance, and available funds in Sub-grantee's and CSBD's youth budget may approve additional enrollments to replace youth exiting who have been carried forward from the previous program year.
- c. Youth **may not** be enrolled in the 4th quarter of the program year. The 4th quarter is the renewal quarter during which the CSBD governing boards determine whether to approve renewals or entry into new Sub-grant agreements with Sub-grantee. If Sub-grantee's Agreement is to be continued the 4th quarter shall be used for recruitment for the upcoming year.
- d. Youth shall not be enrolled without sufficient time left during the program year July 1 – June 30 for the youth to attain either their GED or measurable skills gain as defined by the USDOL.
- e. Only youth who are at least 17 years old, but have not reached the age of 24 years at time of enrollment, and meet the WIOA definition of OSY may be enrolled and participate in the program. Youth applicants who are 16 and not yet 17 shall be encouraged to complete high school and comply with the Florida compulsory attendance laws.

7.2.2 Sub-Grantee shall not enroll youth who are enrolled in a technical program as they are considered to be in-school.

7.2.3 Prior to enrolling youth into the program, a copy of the youth's most recent

GED Ready test must be provided to the CSBD Program Manager, along with a written recommendation from the Recruiter/Guidance Counselor or the youth's instructor that the youth is within 6 – 9 months of attainment of their GED.

b. A copy of the referral must be included in the youth's electronic CSBD DMS file simultaneous with the youth's eligibility determination and enrollment into an activity in EF.

c. If a youth's assessment indicates that they are not within 6 – 9 months of being able to attain their GED, written approval for that youth's enrollment shall be obtained from the CSBD Sr. VP of Operations after consultations with the CSBD Youth Program Manager and Sub-grantee.

7.2.4 Youth shall not be enrolled into the WIOA program prior to their enrollment into the Adult Education and Family Literacy Act (AEFLA) GED program and shall be included in the AEFLA performance measures.

7.2.5 Sub-Grantee shall refer youth to other providers and/or agencies if they do not meet the out-of-school youth program profile for their program.

7.2.6 Sub-Grantee shall recruit youth by employing the following strategies:

a. Youth enrolled in GED who have not yet completed their credential

b. Utilizing youth to recruit other youth.

c. Through the distribution of flyers.

d. Through the Career, Technical, Adult and Community Education (CTACE) website, <https://www.browardschools.com/Page/31944>.

7.2.7 Prior to enrollment and as a part of the application and orientation process Sub-grantee's CTACE program staff shall provide an orientation and overview regarding the program.

d. Staff shall review the benefits of the program to prospective participants.

e. Sub-Grantee shall explain the relationship between CSBD, Sub-grantee, and the youth, if they enroll in this program.

f. Youth shall be informed that guidance, support costs, tuition, test fees and wages for a work experience/ internship will be funded through CSBD.

7.2.8 Youth recruited shall be assessed prior to enrollment in the CSBD program for their suitability and a determination of whether the youth has the

qualifications to be successful in the program.

7.2.9 Veterans and their eligible spouses shall receive a priority of service in accordance with 20 CFR Part 1010 Priority of Service for "Covered Persons," when recruiting and enrolling youth into the program.

7.2.10 A minimum of seventy percent (70%) of the youth enrolled prior to June 30 of each year, that this contract is in effect, must be able to complete their GED studies and obtain their high school credential by June 30 of that same year. For youth carried forward from the previous program year 100% must exit by June 30 of the current program year.

7.2.11 To obtain progress information about youth in the program Sub-Grantee shall require youth to sign a FERPA release or other applicable release in accordance with Article V Section 5.11 above. Youth who refuse to sign the release shall not be enrolled.

7.3 Participant Eligibility Certification, Assessment and Development of the Individual Service Strategy

7.3.1 During the course certification and throughout the delivery of the program Sub-Grantee will collect information and documentation necessary under federal and state grant program rules. This shall be done subject to privacy laws as described in Article 5 section 5.11 paragraphs "e" and "f". Article 7 is to be read as if Article 5 section 5.11 paragraphs "e" and "f" are fully laid out, described and written into Article 7.

7.3.2 Sub-Grantee shall be responsible for participant eligibility certification which shall include an eligibility determination and assessment in accordance with WIOA. Prior to enrolling a youth into EF Sob-grantee shall review the youth's eligibility and assessment information with the CSBD Program Manager who shall approve the enrollment via email addressed to Sub-Grantee.

7.3.3 Sub-Grantee shall be responsible for assisting the youth in assembling the documentation necessary for WIOA eligibility determination.

7.3.4 All youth to be recruited and enrolled in this program must meet WIOA eligibility criteria for out-of-school youth.

7.3.5 Eligible youth for purposes of this contract must first be determined as "out of school" and then must meet the additional WIOA eligibility criteria applicable to OSY.

7.3.6 Sub-Grantee must determine OSY status at the time of program enrollment

and as the first step in determining WIOA eligibility for this program using the below described criteria:

- a. Youth enrolled into the program may not be attending any school at the time of eligibility determination. This includes high school and post-secondary training or school.
- b. Youth enrolled in an Adult Literacy program to obtain a GED is considered an "OSY" and a "high school drop out."
- c. Youth in secondary (high) school must not have attended for the immediately preceding school semester at the time of enrollment to be considered an OSY.
- d. Youth seeking enrollment into the program during the summer in between school years, shall be considered ISY if they are enrolled to continue school in the fall. This includes registration in postsecondary education, even if the youth has not yet begun postsecondary classes at the time of WIOA program enrollment.
- e. Youth with a high school credential who register for post-secondary education, but do not attend post-secondary education, may be considered an OSY if the eligibility determination is made after the point that the youth decided not to attend postsecondary education.
- f. Youth enrolled in credit-bearing post-secondary education classes, including credit-bearing community college classes and credit-bearing continuing education classes, are considered to be ISY attending postsecondary education, and may not be enrolled into Sub-grantee's OSY program.
- g. Youth enrolled in non-credit-bearing postsecondary classes, are not considered to be attending post-secondary school and are considered OSY. They may be enrolled into Sub-grantee's program.
- h. Youth enrolled in dropout re-engagement programs, funded by the public K-12 school system that are classified by the school system as still enrolled in school are considered ISY and may not be enrolled into Sub-grantee's program.

7.3.7 Once a determination is made that a youth is an OSY, Sub-Grantee must then determine that the youth is WIOA eligible. OSY are eligible for Sub-grantee's program if they have not received a high school credential, a high school diploma, or high school equivalency certificate. These youth are not required to provide income information in order to be deemed eligible for the

program, nor are they required to have any additional barriers in order to be determined eligible for Sub-grantee's program. This includes:

- a. High school dropouts. For purposes of WIOA this includes youth in a GED program, or
- b. Youth within the age of compulsory school attendance, who has not attended school for at least the most recent complete school year calendar quarter (based on how the local school district defines its school year quarters), and for purposes of this program is at least 17 years of age or

7.3.8 Youth determined to be OSY and who meet the WIOA eligibility criteria above must also:

- a. Be U.S. citizens or legally permitted to work in the United States and be able to provide the requisite documentation and be able to legally remain in the United States through the period of retention required for performance.
- b. Be residents of Broward County.
- c. Be registered for the selective services, if the youth is eighteen (18) years of age and was born male. Sub-Grantee shall assist youth in registering for the selective service if the youth has not yet registered.

7.3.9 Upon enrollment into the program, Sub-Grantee shall ask youth to provide current contact information. Information should include, but not be limited to: name, address, and phone/cell phone number of relative not living in youth's household, best friend's cell phone number, youth's email address, and all social media accounts, if applicable.

7.3.10 Following eligibility determination, staff shall develop an Individual Service Strategy Plan (ISS) and Career Pathways plan with each youth to be enrolled in the program. These plans will be used to identify the participant's program activities, and track their progress in the individual components of the program design. The ISS will be modified to reflect participant's progress in program activities and achievement of program goals as necessary. This mutual planning process will enable each participant to develop ownership of the plan and learn, through the process, how to make choices and actions that will lead directly to specific outcomes.

7.3.11 Sub-Grantee shall assess youth to determine whether they are appropriate for the program and can meet the WIOA performance requirements at exit prior to enrollment into the program.

- 7.3.12 Individuals entering the program will begin through an intake and assessment process which shall consist of the following:
- a. A review of any referral form and all eligibility documentation to ensure that the individual is eligible for services.
 - b. Completion of the registration form which must be signed by the participant.
 - c. All participants shall be basic skills assessed using the TABE, GED Ready or such other test approved by Sub-Grantee for purposes of determining basic skill levels. Sub-Grantee may use basic skills assessments taken within the past 6 months rather than additional testing if available. The assessment shall be a critical tool in determining participant's suitability for the program.
- 7.3.13 Sub-Grantee shall assess youth and review the youth goals identified during assessment.
- 7.3.14 Sub-Grantee shall use various assessment tools as appropriate.
- 7.3.15 Youth shall be interviewed and assessed to determine the suitability of the prospective youth for the program. Assessments shall be conducted using appropriate assessment tools. Once the student is determined eligible for the program, enrollment into the program shall occur within two (2) weeks.
- 7.3.16 Sub-Grantee shall not register participants into EF until all the eligibility documentation has been collected.
- 7.3.17 Sub-Grantee shall enter participant registration for WIOA youth into the EF tracking system. Once a participant is entered into the EF system, this will constitute an official enrollment into the program and the data will be used when computing Sub-grantee's performance.
- 7.3.18 Program staff shall create only one (1) student file that is maintained at the school site or at the district office once a participant is enrolled. All youth documents shall be uploaded to the CSBD Document Management System (DMS).
- 7.3.19 Sub-Grantee shall complete a Career Pathways Plan as a part of the ISS for each youth registered and enrolled in the program. As a part of assessment Sub-Grantee shall identify any of the 14 WIOA youth elements appropriate and needed by the youth and shall include the element(s) in the youth's ISS. Youth shall be referred to community partners for any services not provided by Sub-Grantee as appropriate. The WIOA fourteen elements are:

- a. Leadership skills development
- b. Employability skills training
- c. Study skills training, instruction, and dropout prevention services
- d. Alternative secondary school services and dropout recovery services
- e. A work experience aligned with the youth's career plan.
- f. Comprehensive guidance and counseling
- g. Adult mentoring by Sub-Grantee staff
- h. Tutoring
- i. Occupational skills training
- j. Education offered concurrently with workforce preparation and training
- k. Supportive services
- l. Follow-up
- m. Financial literacy education
- n. Entrepreneurial skills training
- o. Labor Market Information
- p. Post-secondary preparation and transition activities

7.3.20 Youth shall receive an orientation at the beginning of the program.

- a. Parents/guardians/relatives or other adult support may be invited to the orientation.
- b. Program requirements, eligibility requirements and benefits will be shared with youth, parent/guardians, relatives and other adults.
- c. Parents and/or youth shall be required to sign authorization forms giving

the student permission to participate in the program if the youth is under eighteen (18) years of age as well as a FERPA release so that student progress can be shared with CSBD.

- d. Youth shall be required to sign forms committing to program requirements and responsibilities.
- e. Thirty (30) days prior to the end of the program year, Sub-Grantee shall provide CSBD with a list containing the names of youth participants who will not be exiting during the current program year and will be carried forward into the next program year.

7.3.21 Youth enrolled in the program shall agree to attend a minimum of 12 seat hours a week per semester.

7.4 Program Services to be Provided to the Youth

7.4.1 All youth shall be enrolled in GED resulting in a recognized high school credential or diploma.

7.4.2 The program shall take place at the following schools:

- a. Sheridan Career and Technical College.
- b. Atlantic Career and Technical College.
- c. McFatter Career and Technical College.

7.4.3 A schedule of attendance shall be prepared for each student enrolled in the program. Staff shall be present for all facets of participation and shall be available to the youth. A schedule of the staff assignments shall be submitted to the CSBD Youth Program Manager within thirty (30) days of contract execution and by July 1, of each year that this contract is in effect.

7.4.4 Sub-Grantee shall motivate youth to complete their GED through a variety of educational and real-world interactions. Critical elements of the program design include:

- a. Use of conceptual career pathway themes to guide inquiry into post-secondary interests.
- b. Real-world interactions as motivators for further examinations of employment interests.

- c. Encouragement of self-direction by continual support in the classroom and employment setting.
- d. A variety of texts and learning approaches that provide academic success and learning gains.
- e. Support for the use of cognitive and problem-solving strategies.
- f. Social collaboration with peers, staff and business partners to develop soft skills.
- g. Opportunities for self-exploration and future goal-setting.

7.4.5 Program youth shall participate in one (1) or more of the following services in addition to GED instruction as appropriate:

- a. Academic intervention and instruction in a classroom setting. Youth will be provided online instruction utilizing varying modalities, including but not limited to the Essential Education Curriculum. Teacher facilitators will meet with students individually to support student learning and achievement. Significant features of the curriculum include:
 - i. Scaffolding learning progression to meet rigorous standards.
 - ii. High-quality texts and instruction that promote comprehension and understanding of complex ideas.
 - iii. An early emphasis on speech, language, and literacy foundational skills while in the classroom.
 - iv. Instruction across all key literacy strands—language, reading, writing, speaking, and listening while in the classroom.
 - v. Integration of student-centric activity and peer-to-peer technologies.
 - vi. Easy-to-implement instructional rotations and classroom routines.
 - vii. An online, leveled reading library, ReadingScape, with engaging, multimedia text selections.
- b. One to one counseling for career and college readiness.
- c. Workplace preparation:

- i. Youth participating in the entrepreneurial component will be able to demonstrate what they have learned in a competitive environment.
 - ii. Teachers will assess and showcase the youth's work.
 - iii. Youth will be able to decide on a business idea and may work with a partner.
 - iv. Youth will make presentations to build their communication skills such as how to distill information into talking points, listen to and answer questions and present oneself professionally.
 - v. Job Coaches will facilitate interview skills, dress for success, and resume.
- d. Job shadowing through a work experience option, where students will learn about a job by walking through the work day as a shadow to a competent worker.
 - e. Incentive plans to encourage program retention and completion. Sub-Grantee must submit their incentive plan to their CSBD Program Manager by August 31, of each year this contract is in effect. If there is no change in future years, Sub-Grantee shall submit a statement to that effect.
 - f. Employability Skills and Life Skills Training shall be provided by the job coach and program teacher. Life skills training shall include:
 - i. Family planning
 - ii. Preventing pregnancy outside of marriage
 - iii. Self esteem
 - iv. Financial literacy
 - g. Sub-Grantee shall ensure youth receive Employability Skills Training.
 - h. The components of employability skills training shall include but not be limited to resume writing, dress for success, mock interview, communication, workplace and team work skills.
 - i. Youth shall receive employability skills training prior to their work experience.

7.4.6 Youth Program Design Participation

- a. Youth input will be integrated into the program services through surveys and focus groups on a quarterly basis.
- b. Sub-Grantee shall direct youth in designing and conducting a survey to assess the program services.
- c. Sub-Grantee shall incorporate appropriate recommendations into the program design.

7.4.7 Work Experience

- a. All youth enrolled in the program shall be offered an opportunity to participate in a subsidized work experience.
- b. Sub-Grantee shall be given a budget to use for work experience and OJT wages. Sub-Grantee shall be responsible for managing the allocation. Sub-Grantee shall develop a written plan for the delivery of the work experience activities which shall be provided to the CSBD Youth Program Manager within thirty days (30) of Sub-grant execution so that the funds set aside for work experience are expended within the CSBD program year.
- c. Sub-Grantee shall monitor youths' hours of participation in their CSBD sponsored work experience to assure that Sub-Grantee does not exceed the funds budgeted and allocated for youth wages.
- d. Sub-Grantee shall be responsible for committing and spending 100% of the funds allocated for this activity.
 - i. Youth working in the private sector at the time of their enrollment shall not replace their job with a work experience if it appears that the youth can maintain the job following program exit.
 - ii. The work experience plan shall include:
 - aa. Whether the youth will be placed in a work experience or OJT.
 - bb. The hourly wage to be paid to the youth.
 - cc. The number of weeks the youth will be assigned to a work experience.
 - dd. The number of days per week the youth will participate in the work experience or OJT.

- ee. The number of hours per day the youth will be assigned to the work experience.
 - ff. The number of youth to be provided with a work experience.
 - gg. Whether the work experience will be paired sequentially with an OJT.
 - hh. Sub-Grantee shall update the spreadsheet described below to provide a work experience report to the youth program manager on a weekly basis listing the name of each youth assigned to a work experience, the total hours assigned to each youth's work experience, the hours worked, and the name/location of the host work site.
- e. Sub-Grantee shall use their existing electronic spreadsheet or develop an updated electronic spreadsheet. The spreadsheet shall contain the name of each youth as they are enrolled in the program along with their work experience scheduled start date, hours scheduled per week, name and address of the host work site/employer. The spreadsheet shall be provided to the CSBD Youth Program Manager within ten (10) days of contract execution. The spreadsheet data shall be entered within one (1) business day of the information being available
 - f. Sub-Grantee shall coordinate with the CSBD Youth Program Manager so they can assist youth in completing the documentation necessary to open a bank account. Youth shall be paid electronically and be given a bank card to access their wages. Sub-Grantee shall instruct the youth on the use of a bank card.
 - g. Sub-Grantee shall instruct the youth regarding wage expectations so that they know they are paid a week in arrears, and that timesheets must be accurate and contain all required signatures or their pay checks may be delayed.
 - h. Sub-Grantee shall be responsible for developing the worksites and using the CSBD work experience agreement under which CSBD serves as the employer of record and provide workers compensation insurance for the youth.
 - i. Sub-Grantee may serve as a host worksite for work experience. In such instance Sub-Grantee shall complete the CSBD training plan document and assure timesheets are properly completed so that the youth can be entered into the CSBD work experience payroll system. An additional host worksite agreement shall not be necessary. This Sub-grant Agreement

terms and conditions shall apply to the work experience.

- j. A training plan with the job title and which describes the skills to be learned during the work experience shall be developed for each youth. All work experiences assigned to the youth in the program must be related to the youth's chosen career path and should be case noted appropriately.
- k. The program job coach shall utilize district Partners in Education, school and community partnerships to seek work experience host worksites. The job coach will complete site visits while the student is at the work experience to support the work skill development. Youth will receive regularly scheduled work experience site visits, from the program Job Coach or other program staff, to provide ongoing support to both the youth and employer.
- l. Sub-Grantee may also access the CSBD database of youth work experience sites to identify unused slots which may be appropriate for the youth.
- m. Sub-Grantee will ensure each worksite has and displays the Child Labor Laws where youth under eighteen (18) are employed.
- n. Sub-Grantee shall be responsible for tracking and monitoring participants' hours of work on a weekly basis, maintaining signed time sheets for the youth which shall be submitted to CSBD in accordance with a predetermined schedule so that the youth can be paid.

7.4.8 Program teachers and job coaches will provide information on college and career pathways, encouraging students to become lifelong learners by offering college-ready curriculum. Instruction and support will be provided with the post-secondary college admission process. Students will be encouraged to set and achieve high goals and the desire for and expectation to succeed in the GED program and beyond.

7.4.9 Sub-Grantee shall be responsible for placing all youth exiting the program into unsubsidized employment, post-secondary school, or the military.

7.4.10 Ninety (90) days prior to the estimated completion of the GED, students will work with staff to develop resumes and begin the job application process if they are not going on to post-secondary school.

7.4.11 All exits must first be approved by the Youth Program Manager prior to exiting the youth from the system.

7.4.12 Twelve (12) Month Follow-Up

- a. Following program exit, Sub-Grantee will maintain weekly on-going communication with participants for the first three (3) months and shall provide assistance with any identified issues through the fourth (4th) quarter after exit. Follow-up shall be conducted using the internet, phone conversations, e-mail, texting, and other social media to confirm the student is continuing in the last known positive post program environment.
- b. If during follow-up it is determined that a youth has lost their job or is no longer attending a post-secondary education program, Sub-Grantee shall immediately re-engage youth and offer employment support services to youth to assist them in returning to school or employment as appropriate. Any services provided shall be entered into the EF Follow-up screens using the Follow-up codes.
- c. Sub-Grantee agrees that if this Agreement is renewed, Sub-Grantee will continue to provide follow-up to students through the fourth (4th) quarter after the youth's exit from the program.
- d. If youth go on to post-secondary school, teachers will be assigned to maintain communication with both the student and the matriculating faculty and staff to monitor attendance, academic progress, provide support and needed resources in the post-secondary setting through the retention period.
- e. Job coaches and teachers will conduct data checks monthly on all students in both the employment setting and/or post-secondary setting, to monitor attendance, progress and supervisor feedback.
- f. Program staff shall conduct a one (1) year Follow up visit during the fourth quarter (4th) after exit for students in the workplace to monitor progress after grant program completion. Student progress will be monitored and maintained in the student's Career Pathway planner.
- g. Sub-Grantee shall employ the following strategies to track students throughout the program and through the fourth quarter (4th) after exit:
 - i. Communication with students face to face or via e-mail, cell phone/text messaging, home telephone or mailings.
 - ii. Monitoring students' weekly attendance and performance.
 - iii. Contact with instructors.

- iv. Verification of employment.
- v. Communication with employer.
- vi. Verification of post-secondary enrollment.
- vii. Communication with parents/guardians/relatives or adult supporter.
- viii. A card provided prior to exit with essential numbers and contacts.

7.5 Participant Counseling and Case Management

- 7.5.1 Sub-Grantee staff will work to forge a bond with youth during the initial recruitment phase. Staff will present themselves as "caring adults," willing to deliver holistic services that support the entire family unit, whenever possible.
- a. Sub-Grantee shall create a spread sheet identifying the youth assigned to each teacher facilitator.
 - b. The spread sheet shall be updated monthly to include the youth's name, state ID, WIOA Enrollment Date, training start date, Projected completion date, actual completion date, case closure date and closure reason.
 - c. The spreadsheet shall be made available to the CSBD Youth Program Manager electronically following each monthly update.
- 7.5.2 Sub-Grantee shall develop a team-meeting schedule to provide each student with scheduled counseling dates throughout the program to address academic outcomes, internships, job shadowing, and job placement.
- 7.5.3 Counseling will be provided through school site visits, home visits, email, phone calls, home communication, and on the job training.
- 7.5.4 The program teacher will schedule meetings on a regular basis with students to review Career Pathway timelines and goals.
- 7.5.5 Program teachers and job coaches will maintain student portfolios that will contain academic data reports to determine academic learning gains, GED, TABE, High School Credit Recovery data, Kuder-Journey Business Plan curriculum and goal outcomes.

- 7.5.6 Quarterly data chats will be conducted with teachers and students to review determined career pathway goals and timelines.
- 7.5.7 The job coach and teacher will support students while they are in class and being provided with the Kuder-Journey curriculum. Support facilitation logs will be maintained to document support to students.
- 7.5.8 Sub-Grantee shall engage youth for a minimum of twelve (12) hours a week for full time students and six hours for part time students through the activities described herein.
- 7.5.9 All youth shall have sufficient opportunity to interact with facilitators and program staff, and to be the recipient of all program benefits by using techniques that have validated success and encourage retention such as:
- a. Teachers as caring adults providing comprehensive guidance.
 - b. Teachers delivering academic tutorial/remedial support.
 - c. Career awareness, planning/readiness.
 - d. Referrals for other services.
- 7.5.10 Staff shall serve as a liaison between the participants and the GED facilitators/instructors and intercede on their behalf as necessary.
- 7.5.11 In the event a participant's attendance decreases, staff shall conduct home visits to re-engage youth.
- 7.5.12 Sub-Grantee will provide each student with intensive case management, counseling, mentoring and follow-up services and monitor each student's academic progress. There shall be at least two (2) hours of "face time" per week with each youth.
- 7.5.13 Sub-Grantee staff will present "wrap-around" services, added value, and incentives that the program provides. Youth will be advised that it is a privilege to be in the program and will be presented with their in-kind responsibilities and requirements.
- 7.5.14 Sub-Grantee staff will stay abreast of community services and programs. Youth will be referred according to the needs, interests, and goals of the individual student. Sub-Grantee shall maintain open lines of communication with providers of other community services.

7.5.15 Sub-Grantee shall be responsible for:

- a. Conducting or facilitating workshops that address time management.
- b. Referral to workshops to address family planning, abstinence, and pregnancy prevention as appropriate.
- c. Meeting individually with students.

7.5.16 Sub-Grantee shall provide the CSBD Program Manager with a calendar of all activities and workshops by July 31 of each year that this contract is in effect.

7.5.17 Counselors will address study habits, progress, performance, and personal problems.

7.5.18 Youth will receive counseling and job coaching. Facilitators/teachers will serve as brokers and advocates for the participants. Female participants will be counseled on the benefits of non-traditional careers.

7.5.19 Youth will take part in both group and individual counseling activities at least once a week while enrolled in the program.

7.5.20 Case management and counselor contacts shall be documented through student and counselor logs, and progress reports. Records of student attendance for counseling will reflect all case management and counseling contact with students. All case management notes shall be recorded in Employ Florida.

7.5.21 Staff will be responsible for monitoring graduation requirements.

7.5.22 Case management notes shall be entered:

- a. Biweekly for each participant in the program based upon counselor/case manager contact with the participant.
- b. More often than biweekly to document events, progress, challenges, and activities as they occur.

7.5.23 Case notes shall record all customer service activities including but not limited to assessment, career training and planning, development of the youth's employment plan and individual service strategy, support services provided as well as justification of need for the support services, job matching, placement and follow-up.

7.5.24 Case notes must document the connection and alignment of their work experience, if they are provided a work experience, with their educational

goals.

7.5.25 Case notes shall include the monitoring and documentation of each youth's services and outcomes on an individual activity basis and on a case-by-case basis. It is not expected that all youth will be provided every allowable WIOA activity or WIOA youth element. The case manager's determination of which services are appropriate for the youth in their caseload shall be documented.

7.5.26 Sub-grantee's program manager shall monitor case notes on a bi-weekly basis to assure staff is entering youth activities and program events with sufficient specificity such that any new staff assigned to case manage the youth will be aware of the youth's participation and progress and will be able to take over the case.

7.6 Participant Incentives

7.6.1 Incentives shall be offered to the youth enrolled in the program in accordance with the incentive plan approved by the CSBD Sr. VP of Operations in consultation with the Youth Program Manager.

7.6.2 Youth will be eligible to earn a performance incentive in an amount to be determined by CSBD, each year based upon the availability of funds. All incentives must be tied to attendance in training and performance attainments. A performance incentive plan must be submitted to the Youth Program Manager by August 31, of each year this contract is in effect.

7.6.3 In accordance with USDOL guidance youth may not be provided an incentive payment for enrollment or solely for attendance in class. Youth may receive an incentive for participating in a work experience. The incentive should be for making it to the midway and/or completion of the work experience for which they are receiving a wage. Youth must show positive outcomes, passing assessments and/or attaining functional grade gains to be eligible for an incentive. Incentives should be interspersed throughout the youth's tenure in the program.

7.6.4 Incentive or other payments to students shall be issued by CSBD and distributed by Sub-grantee.

7.6.5 Incentives may also include, but are not limited to scholarships, positive adult role model relationships, and hands-on real-life connection to learning that permits the student to take ownership.

7.6.6 Each participant shall be awarded a certificate of participation and completion.

7.6.7 Incentives shall be limited to budget and fund availability.

7.7 Participant Time, Data Entry, File Maintenance, Attendance, and Wages

7.7.1 If work experience/internship payments are to be made to the youth, CSBD shall inform Sub-Grantee of the payment date and amount. Sub-Grantee shall be responsible for keeping verified time and attendance documentation and for coordinating payroll distribution with CSBD. Sub-Grantee shall maintain participant time and attendance records, which shall consist of daily time sheets indicating the hours per day and type of activity and shall be signed by the participant and the supervisor.

7.7.2 Sub-Grantee will be responsible for monitoring and making sure that students fill out time sheets daily. Sub-Grantee staff must approve and co-sign participant time sheets before submitting them to CSBD. In the event a student is absent for three (3) consecutive days, the Sub-Grantee will make every effort to follow-up with the student and provide counseling including home visits, and/or parent contacts.

7.7.3 Sub-Grantee shall assure that individuals approving time sheets are not responsible for the distribution of any youth payments.

7.7.4 Youth who receive payments will be paid one (1) week in arrears and shall be paid biweekly. Time and attendance documentation shall be submitted to CSBD by Tuesday at 10:00 A.M. of the pay week in order for CSBD to generate the participant payroll. Payroll for youth in Sub-grantee's programs shall be processed in accordance with the procedure agreed to between CSBD and Sub-grantee.

7.7.5 Youth who receive a work experience payment from CSBD will not be paid for holidays, overtime, leave time, vacation time, sick time, or other leave. Youth must not work on holidays. Time sheets must be monitored to assure that pay is only requested for allowable time actually worked. All other time worked will be the responsibility of the Sub-grantee. Students may not make up vacation, holiday, or sick time hours.

7.7.6 Youth's attendance and academic performance will be monitored by the FOCUS data system utilized in Adult Education (GED) classrooms. The teacher assigned will monitor student's progress on a weekly basis and will maintain each student's career pathway portfolio, monitoring both designated timeline and goals. All youth enrolled in the program shall participate on a full-time basis. Youth who plan to attend on a less than full time basis may only be enrolled in the program with the written approval of the CSBD Youth Program Manager

- 7.7.7 Program, fiscal and operational records will be monitored and maintained through The School Board of Broward County, Florida grants office, budget office and the CTACE department.
- 7.7.8 Sub-Grantee shall meet with CSBD monthly to review files, youth progress and data entry.
- 7.7.9 Sub-Grantee shall be responsible for timely data entry, which is defined to mean within fifteen (15) days of any entry requiring a date to be entered into the Employ Florida Tracking System.
- 7.7.10 Sub-Grantee shall use tickler dates prior to the future critical dates to assure data entry occurs on or before the effective dates. Staff shall enter case notes within three (3) days of a recordable event and ensure that case files are properly maintained. All case files will be routinely reviewed to assure that they are accurate, complete and up to date. Checklists must be put in place to verify that all essential information is in the case file.
- 7.7.11 Mistakes made in reporting student information will be corrected in compliance with state guidelines. If the mistake is not correctable internally or on the state level, they will be documented with a case note to assure a clear audit trail.
- 7.7.12 Sub-Grantee shall maintain only one (1) file for each youth in accordance with the structure in DMS.
- 7.7.13 Documents to be maintained / scanned into the CSBD data management system (DMS) include:
- a. Eligibility documents including, picture ID, social security card, family income when required, documentation of barrier when required, public assistance when required, selective service for all males, school status, citizenship, and assessment which must all be part of each youth's participant file.
 - b. Teacher case notes, referral forms, transportation vouchers, progress reports, financial aid reports, monthly evaluations, timesheets, pre and post-tests, all of which should be entered into Employ Florida and shall be maintained in the youth file.
 - c. All case notes should reflect the activity, program and services provided to the youth.

- d. WIOA Career Plan/ISS.
- e. Career Pathways Plan.
 - i. Newsletters, Career Flyers, Workshop Agendas, Sign-In Sheets, Employment Verification Forms, Employer Contact Forms, Certificate of Completion and Licensure Documentation.
 - ii. Sub-Grantee shall maintain participant time and attendance records, which shall consist of daily time sheets indicating the hours per day and type of activity and shall be signed by the participant and the supervisor.

7.7.14 All absenteeism and tardiness shall be documented in the counselor's case notes.

7.7.15 Sub-Grantee shall maintain a separation of duties so that staff assigning youth to worksites shall not be same as staff approving participant time and attendance. Staff who collects time and attendance documentation may not be the same staff as those approving/certifying participant time and attendance.

7.8 Program Staffing

7.8.1 Sub-Grantee shall hire the requisite staff necessary to meet the project objectives and in accordance with the budget attached as Exhibit A.

7.8.2 Program staff will possess Florida Department of Education Teacher Certification or a similar certification in counseling, or social work.

7.8.3 All teacher facilitators funded under this Agreement shall be assigned a caseload. The caseload shall be evenly distributed among the facilitator teachers hired under this Agreement.

7.8.4 All staff hired shall meet the hiring requirements and clearance procedures of the School Board of Broward County, Florida.

7.8.5 Sub-Grantee shall hire staff in a timely manner in order to assure that the program is fully staffed at the inception of the program. Sub-Grantee shall ensure that positions that become vacant during the program year are advertised and filled within forty-five (45) days of the vacancy occurring to assure the case manager to caseload ratio remains constant. The filling of vacancies for positions funded by this Agreement shall not be affected by hiring freezes applicable to other staff positions.

- 7.8.6 The Director of CTACE will provide oversight and guidance to the program coordinators.
- 7.8.7 Program staff shall be state certified and/or trained in all assessments or curriculum provided to students.
- 7.8.8 Sub-Grantee shall provide a copy of the Agreement work statement to all program staff and a copy of the Agreement fiscal requirements to all fiscal staff. Sub-Grantee shall require all staff to sign a statement indicating that they have received the applicable sections of the Agreement and have reviewed and understand the Agreement objectives and requirements.

7.9 General Program Requirements

7.9.1 Testimonials and Success Stories

- a. Sub-grant recipient shall provide CSBD with 2 testimonials or success stories each quarter. The stories shall be related to program participants who have successfully completed the program and entered employment, post-secondary education, or the military.
- b. The success story shall include:
 - i. Any challenges or barriers the youth had to overcome to successfully complete the program.
 - ii. Support services received that helped the youth to participate in the program.
 - iii. The activities in which the youth participated to reach their goals such as but not limited to GED training, occupational skills training, work experience, employability skills, tutoring, financial literacy training, and counseling.
 - iv. Factors that played a role in the youth's success.
 - v. A recommendation, if the youth agrees to be shared with other youth to seek out CSBD for training and employment assistance.
 - vi. Any benefits realized by the youth and their family as a result of participating in the program
 - vii. A picture or video of the youth at work, in their cap and gown, or with their certificate.

viii. A signed release using the CSBD Testimonial Form:
<https://ext.careersourcebroward.com/testimonials/Uploadfiles.aspx>

- 7.9.2 Sub-Grantee training facilities shall be visually and acoustically appropriate for learning and which makes use of space in a manner that facilitates the on-going activities of the instructional program.
- 7.9.3 Youth enrolled under this Agreement shall be adequately supervised during training hours and be provided with safe training conditions, which at a minimum, shall conform to the health and safety regulations established by the State of Florida.
- 7.9.4 If disclosure of youth records is requested by the public, the confidentiality standards of Federal, State of Florida and WIOA laws and requirements pertaining to participant records shall apply.
- 7.9.5 All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this Agreement may be used for contributions on behalf of any trainee to retirement systems or plans.
- 7.9.6 All program sites shall be accessible to people with disabilities.
- 7.9.7 Self-Monitoring
- a. Sub-Grantee shall develop a protocol and process for self-monitoring their fiscal and program operations and deliverables under this Agreement. Sub-Grantee shall conduct monthly monitoring of its program in accordance with a schedule approved by their CSBD Youth Program Manager. Sub-Grantee shall submit their monitoring schedule to their CSBD Program Manager by August 31, of each year this contract is in effect. Sub-Grantee shall monitor files utilizing the monitoring tool provided to them by the Youth Program Manager.
 - b. Program fiscal and operational records shall be monitored and maintained through The School Board of Broward County, Florida's grant office and the CTACE department. Sub-Grantee shall prepare a monthly fiscal report. This fiscal report will be reviewed by the appropriate CTACE staff and shared with CSBD.
 - c. Within five (5) business days following the completion of the self-monitoring protocol, Sub-Grantee shall submit a copy of any findings identified and the proposed corrective action to their

CSBD Youth Program Manager who shall respond with respect to acceptance of the proposed corrective action or shall provide Sub-Grantee with additional instructions resolution of any findings.

- d. The Self-Monitoring required by this Agreement shall be in addition to the monitoring conducted by the CSBD Youth Program Manager, or the CSBD external monitors. Self-monitoring shall include a one hundred percent (100%) file review. The completion of the file review shall be coordinated to occur thirty (30) days prior to the notice of the State's monitoring visit. The file review shall incorporate the current program year and the immediately preceding program year.
- e. Failure to take the requisite corrective action as a result of findings identified through monitoring shall be considered when evaluating Sub-Grantee's performance.
- f. Sub-Grantee shall use the CSBD monitoring tool and receive the CSBD Youth Program Manager's sign off prior to closing any file.

7.9.8 Sub-Grantee shall perform quarterly student customer satisfaction surveys. Copies of the surveys shall be submitted to the CSBD Youth Program Manager within thirty (30) days of completion.

7.9.9 Sub-Grantee shall measure customer satisfaction through focus groups.

7.10 Performance

7.10.1 Sub-Grantee shall meet the following performance with respect to the maintenance and correctness of their files:

- a. Sub-Grantee is responsible for implementing a self-monitoring protocol.
- b. Sub-Grantee shall make all corrective actions, as a result of findings identified by (1) Sub-Grantee through their own required self-monitoring, (2) the CSBD Program Manager or (3) the CSBD external monitors, including the state, within thirty (30) days of the issuance of the monitoring report. The corrective action must be accepted in writing by CSBD. Findings may not exceed five percent (5%) of the files monitored by CSBD, its external monitors or the state monitors, or of funds received, and no more than five percent (5%) of the Sub-grantee's data entry may be untimely or incorrect as determined by the CSBD Youth Program Manager.

7.10.2 Enrollment Goals - Sub-Grantee shall enroll 135 youth

- a. The 135 youth to be served by Sub-Grantee shall be enrolled in the program by March 31, 2025.
- b. For youth carried forward from the previous program year 100% must exit by June 30 of the subsequent program year.

7.10.3 Sub-Grantee shall be required to meet all the performance elements described below to be considered as having met performance:

- a. 122 youth which is 90% of the 135 youth enrolled each program year this Agreement is in effect must achieve a measurable skill gain during the program year each year that they remain in the program. Measurable skills gain is defined by USDOL and the State of Florida. This shall consist of attainment of the GED and/or passing a "GED READY" component. If additional youth, in excess of the 135 youth to be enrolled, are approved for enrollment into the program 90% of those youth, must achieve a measurable skill gain during the program year each year that they remain in the program.
- b. Of the 135 youth program participants enrolled in Sub-grantee's GED program, 95 youth or 70% of 135 youth must attain their GED and exit the program by June 30, of that same program year, each year this program is effect. If additional youth, in excess of the 135 youth to be enrolled, are approved for enrollment into the program 70% of those youth, must be able to complete their GED and exit the program in the same year as the program year in which they were enrolled.
- c. Of the 95 youth that must exit prior to June 30 each year 80 youth, which is 85%, must complete their GED and obtain a High School credential by June 30, of that same program year, each year this program is effect. If additional youth, in excess of the 135 youth to be enrolled, are approved for enrollment into the program 85% of those youth, must be able to complete their GED and exit the program in the same year as the program year in which they were enrolled.
- d. Of the 95 youth that must exit prior to June 30 each year 80 youth or 85% of the 95 youth shall enter the military, post-secondary education or be in unsubsidized employment at the time of their exit from the WIOA program and through the second (2nd) quarter after exit from the program so as to be considered as having met the "employment measure." If additional youth, in excess of the 135 youth to be enrolled, are approved for enrollment into the program 85% of those youth, shall enter the military, post-secondary education or be in unsubsidized

employment at the time of their exit from the WIOA program and through the second (2nd) quarter after exit from the program so as to be considered as having met the “employment_measure.”

- e. Youth placed into employment shall earn a minimum of \$13.00 an hour.
- f. Of the 95 youth that must be placed into employment, the military or post-secondary training 85 of the youth, or 90%, shall be retained in post-secondary education, employment or the military through the fourth (4th) quarter after their exit from the program. If additional youth, in excess of the 135 youth to be enrolled, are approved for enrollment into the program 90 % of those youth, shall be retained in post-secondary education, employment or the military through the fourth (4th) quarter after their exit from the program.

END OF ARTICLE 7

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: The School Board of Broward County, Florida signing by and through its Board Chair following BOARD approval on the 21st day of August, 2024 and CareerSource Broward signing by and through its President/CEO following GOVERNING BOARDS' action on April 25, 2024.

AS TO CAREERSOURCE BROWARD:

ATTEST:

Amber Williams

Moya Brathwaite

BY: Carol Hylton

(Signature)

CAROL HYLTON

TITLE: PRESIDENT/CEO

DATE: 07/30/2024

Approved as to form and sufficiency by
CareerSource Broward General Counsel
2890 West Cypress Creek Road
Ft. Lauderdale, FL 33309

BY: 

ROCHELLE J. DANIELS
General Counsel

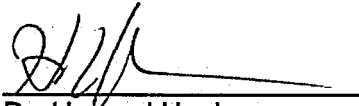
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

(Corporate Seal)

By: 
Lori Alhadeff, Chair

ATTEST:


Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

**Maya
Moore**

Digitally signed by Maya Moore
Reason: Careersource Broward
OSY 24-25 Agreement
Date: 2024.08.01 14:17:25
-04'00'

Office of the General Counsel

SIGNATURE CERTIFICATE



REFERENCE NUMBER
D0F6F0B8-8E98-43F6-8999-C305160CB866

TRANSACTION DETAILS

Reference Number
D0F6F0B8-8E98-43F6-8999-C305160CB866

Transaction Type
Signature Request

Sent At
07/30/2024 14:47 EDT

Executed At
07/30/2024 16:35 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
c815bba5c30c3b9f3026ef0f58fec0ac0ddc0c49a8ed88a7c9ac6f6ecaea91c9

Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
202401170 CareerSource No 24-25-CR-WIOA-OSY-2335 MAM LEGALLY SUFFICIENT

Filename
202401170_CareerSource_No_24-25-CR-WIOA-OSY-2335_MAM_LEGALLY_SUFFICIENT.pdf

Pages
102 pages

Content Type
application/pdf

File Size
1.04 MB

Original Checksum
b2cf2019ac12efa79270a4c6b40e0d2d38121dc7323211f75edbad98b3590356

SIGNERS

SIGNER

Name
Moya Brathwaite

Email
mbrathwaite@careersourcebroward.com

Signer Sequence
2

Components
1

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
a5656f2034dc53a45721bbe45c0a6cbb10aaba0208f7e63ac12fd703b3857a29

IP Address
67.23.70.69

Device
Chrome via Windows

Typed Signature
Moya Brathwaite

Signature Reference ID
4176E74B

EVENTS

Viewed At
07/30/2024 16:34 EDT

Identity Authenticated At
07/30/2024 16:35 EDT

Signed At
07/30/2024 16:35 EDT

Name
Amber Williams

Email
amwilliams@careersourcebroward.com

Signer Sequence
1

Components
1

Status
signed

Multi-factor Digital Fingerprint Checksum
42aee29a31e92480ab2bid7b1672e28d23c03c83338c939d4ef7d80546f1d87f

IP Address
67.23.70.69

Device
Chrome via Windows

Typed Signature
Amber Williams

Signature Reference ID
24FCBA83

Viewed At
07/30/2024 16:28 EDT

Identity Authenticated At
07/30/2024 16:29 EDT

Signed At
07/30/2024 16:29 EDT

SIGNER

Name
Carol Hylton

Email
chylton@careersourcebroward.com

Signer Sequence
0

Components
2

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
915fc3453f3df72c0ad02435182b2d2d8b48d43488459f2138e4bc047e65ccf3

IP Address
67.23.70.69

Device
Chrome via Windows

Typed Signature
Carol Hylton

Signature Reference ID
508F6F72

EVENTS

Viewed At
07/30/2024 16:26 EDT

Identity Authenticated At
07/30/2024 16:27 EDT

Signed At
07/30/2024 16:27 EDT

AUDITS**TIMESTAMP**

07/30/2024 14:47 EDT

07/30/2024 14:47 EDT

07/30/2024 16:26 EDT

07/30/2024 16:27 EDT

07/30/2024 16:27 EDT

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07/30/2024 16:34 EDT

07/30/2024 16:35 EDT

07/30/2024 16:35 EDT

AUDIT

Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document '202401170_CareerSource_No_24-25-CR-WIOA-OSY-2335_MAM_LEGALLY_SUFFICIENT.pdf' on Chrome via Windows from 67.23.70.69.

Carol Hylton (chylton@careersourcebroward.com) was emailed a link to sign.

Carol Hylton (chylton@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.

Carol Hylton (chylton@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.

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Amber Williams (amwilliams@careersourcebroward.com) was emailed a link to sign.

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Amber Williams (amwilliams@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.

Amber Williams (amwilliams@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

Moya Brathwaite (mbrathwaite@careersourcebroward.com) was emailed a link to sign.

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Moya Brathwaite (mbrathwaite@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.

Moya Brathwaite (mbrathwaite@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

**OSY 2024-2025 BUDGET
Administration**

Reminder: Administration is limited to 4.72%

Note: Totals will automatically calculate when related cells are filled.

Line Item	TOTAL					
Personnel						
Salaries *						0
Fringe Benefits						0
Mileage and Travel						0
Staff Incentives						0
Other (Specify)						0
Total Personnel	0	0	0	0	0	0
Non Personnel						
Supplies						0
Materials						0
Books						0
Teaching Aids						0
Postage						0
Telephone						0
Maintenance						0
Printing						0
Equipment Rental						0
Equipment Purchase						0
Space Rental						0
Insurance						0
Utilities						0
** Indirect Costs	23,663	Rate of 4.72%				23,663
Audit						0
Legal						0
Accounting						0
*Profit						0
						0
Other (specify)						0
Other (specify)						0
Other (specify)						0
Other (specify)						0
Total Non-Personnel	23,663	0	0	0	0	23,663
Total ADMINISTRATION	23,663	0	0	0	0	23,663

*Must be explained in detail.

** Must have an approved indirect cost rate plan all other overhead must be itemized.

***Profit - For for-profits only. Profit is limited to 7.5%.

*** Note that all gray areas are read only and can not be changed.

**OSY 2024-2025 Budget
Services**

Note: Totals will automatically calculate when related cells are filled.

Line Item						TOTAL
Personnel						
Salaries *	315,795					315,795
Fringe Benefits	115,932					115,932
Mileage and Travel	9,905					9,905
Staff Incentives						0
Other (Specify)						0
Total Personnel	441,632	0	0	0	0	441,632
Non Personnel						
Supplies	11,913					11,913
Materials	5,342					5,342
Books						0
Teaching Aids						0
Postage						0
Telephone						0
Maintenance						0
Printing	500					500
Equipment Rental						0
Equipment Purchase						0
Space Rental						0
Insurance						0
Utilities						0
** Indirect Costs						0
Audit						0
Legal						0
Accounting						0
*Profit						0
Credential Training	40,950	GED Assessment Fees				40,950
Admin Travel	1,000					1,000
Other (specify)						0
Other (specify)						0
Other (specify)						0
Total Non-Personnel	59,705	0	0	0	0	59,705
Total SERVICES	501,337	0	0	0	0	501,337

BUDGET SUMMARY

Reminder: Administration is limited to 5%

Note: Items with 0 will automatically calculate when related cells are filled.

Line Item	Annual Expense	Administration	Services
Personnel			
Salaries *	315,795	0	315,795
Fringe Benefits	115,932	0	115,932
Mileage and Travel	9,905	0	9,905
Other	0	0	0
Staff Incentives	0	0	0
Total Personnel	441,632	0	441,632
Non Personnel			
Supplies	11,913	0	11,913
Materials	5,342	0	5,342
Books	0	0	0
Teaching Aids	0	0	0
Postage	0	0	0
Telephone	0	0	0
Maintenance	0	0	0
Printing	500	0	500
Equipment Rental	0	0	0
Equipment Purchase	0	0	0
Space Rental	0	0	0
Insurance	0	0	0
Utilities	0	0	0
** Indirect Costs	23,663	23,663	0
Audit	0	0	0
Legal	0	0	0
Accounting	0	0	0
*Profit	0	0	0
Other	41,950	0	41,950
Total Non- Personnel	83,368	23,663	59,705

GRAND TOTAL

525,000

* Note: This page is READ ONLY. All values are based on calculation from other sheets.

PERSONNEL DETAILS
Salaries

List all positions included and the total amount of wages requested for each cost category. Add more lines if necessary. All allocations of salary across cost categories must be supported by matching job descriptions and a cost allocation plan.

NOTE: Columns with 0 will be automatically calculated when other items are entered.

Job Title	Staff member (if known)	Total Annual Salary	% of Salary to Admin Budget	\$ to Admin Budget*	% of Salary to Services Budget	\$ to Services Budget**	% of Salary from Other WorkForce Programs	\$ from other WorkForce Programs	% of Salary from Other Sources of Funding**	\$ to Other Sources of Funding***	Total % (Must total 100)	Total \$
EX: Case Manager	Jane Doe	\$26,000	10	\$2,600	50	\$13,000	10	\$2,600	30	\$7,800	100	\$26,000
Grant Facilitator	Christine Lamb	\$90,882	100.00%	\$90,882	100.00%	\$90,882					100	\$90,882
Grant Facilitator	Ray Walker	\$79,241	100.00%	\$79,241	100.00%	\$79,241					100	\$79,241
Tutors	TBA	\$23,665	100.00%	\$23,665	100.00%	\$23,665					100	\$23,665
Part Time Hourly Teacher	TBA	\$24,000	100.00%	\$24,000	100.00%	\$24,000					100	\$24,000
Clerk Specialist A	Earlene Parker	\$46,845	100.00%	\$46,845	100.00%	\$46,845					100	\$46,845
Accounting Specialist II	Carol Easthope	\$51,162	100.00%	\$51,162	100.00%	\$51,162					100	\$51,162
TOTALS						\$315,795				\$0		\$315,795

*Total must match the total salaries on Administration Budget (Budget Sheet #1)

**Total must match the total salaries on Services Budget (Budget Sheet #2)

***Include all non-WorkForce One Funds

PERSONNEL DETAILS
Fringe Benefits

Enter fringe benefits for all positions listed on Budget page 4. Add more lines if necessary.
NOTE: Columns with 0 will be automatically calculated when other items are entered.

Job Title	Staff member (If known)	Total Salary	Total Fringes	% of Fringes compared to Salary	% of Fringes to Admin Budget	\$ for fringes to Admin Budget*	% of Fringes to Services Budget	\$ to for Fringes Services Budget**	% of Fringes from other WorkForce One Programs	\$ for Fringes from other WorkForce One Programs	% of Fringes from Other Sources of Funding**	\$ for Fringes from Other Sources***	Total % (Must total 100)	Total \$
EX: Case Manager	Jane Doe	\$26,000	\$4,680	18%	10	\$468	50	\$2,340	10	\$468	30	\$1,404	100	\$4,680
Grant Facilitator	Christine Lamb	\$90,882	\$30,900	34%			100.00%	\$30,900					100.00%	\$30,900
Grant Facilitator	Ray Walker	\$79,241	\$28,333	36%			100.00%	\$28,333					100.00%	\$28,333
Tutors	TBA	\$23,665	\$6,437	27%			100.00%	\$6,437					100.00%	\$6,437
Part Time Hourly Teacher	TBA	\$24,000	\$5,569	23%			100.00%	\$5,569						\$5,569
Clerk Specialist A	Eafene Parker	\$46,845	\$21,994	47%			100.00%	\$21,994					100.00%	\$21,994
Accounting Specialist II	Carol Easthope	\$51,162	\$22,699	44%			100.00%	\$22,699					100.00%	\$22,699
TOTALS								\$115,932				\$0		\$115,932

*Total must match the total fringes on Administration Budget (Budget Sheet #1)

**Total must match the total fringes on Services Budget (Budget Sheet #2)

***Include all non-WorkForce One Funds

**BUDGET
Non-Personnel Costs**

Itemize any items in your budget under the categories listed and provide cost breakdown.
Add more lines if necessary.

Note: Items with 0 will automatically calculate when related cells are filled.

Cost Category*	Item	Quantity	Unit Cost	Total Cost**
EX: Equipment Purchase	staff desks	10	\$400	\$4,000
<u>Supplies</u>	folders/tracking materials, classroom and office supplies to support the program			\$11,913
<u>Materials</u>	Curriculum- Employability Skills and other supplemental remedial curriculum - updated TABE Test Booklets and Bubble Sheets			\$5,342
<u>Books</u>				
<u>Teaching Aids</u>				
<u>Credential Training</u>	GED assessments/registration fees:			\$40,950
<u>Example</u>	\$32 per subtest x 4 subtests x 135 students =\$17,280			
<u>Example</u>	\$30 tuition fee & \$10 registration x 2 Terms per student =\$10,800			
	\$12 GED re-take vouchers(160) = \$1,920			
<u>Example</u>	and other intermediary tests/assessments			
	Funds can be spent on assessments/tests without regard to amount so long as total assessment/test cost do not exceed \$40,950			
<u>Telephone</u>				
<u>Maintenance</u>				
<u>Printing</u>	Student Recruitment			\$500
<u>Equipment Rental</u>				
<u>Equipment Purchase</u>				
<u>Space Rental</u>				
<u>Other</u>				
Total				\$58,705

* Must match categories on budget pages 1-3

** Must match totals on Budget Summary, Budget Page 3

EXHIBIT B

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information (PII) of individuals who receive public assistance, employment and unemployment insurance records maintained by the Florida Department of Economic Opportunity (DEO), made available to my employer, for the limited purpose of performing its official public duties pursuant to a Sub-grant Agreement for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include the name (or other PII), social security numbers, wage, unemployment and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my public duties associated with the program requirements set forth under contract or Sub-grant Agreement, I understand that I may be granted access to confidential data managed and controlled by entities that are not party to this agreement. Prior to receiving access to such systems, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the systems only for purposes authorized by law to secure information to conduct official program business consistent with my official public duties.
3. I will not disclose my user identification, password, or other information needed to access the systems to any party nor shall I give any other individual access to information secured.
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access the Workforce Systems or other systems to which I have been granted access, I will immediately notify the Regional Workforce Board Security Officer.
5. I will store any disclosed confidential information in a place physically secure from access by unauthorized persons.
6. I will store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
8. I will not share with anyone any other information regarding access to the Systems unless I am specifically authorized by the Agency.
9. I will not access or request access to any social security numbers, personal information, wage, employer, unemployment or employment data unless such access is necessary for the performance of my official duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such

data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.

11. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served in such a way to prevent the information from being reconstructed, copied, or used by any means.
12. I certify or affirm I have received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations or have received written standards and instructions in the handling of confidential data from my employer or the Agency. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following:
 - a) protecting the confidentiality of my user identification and password;
 - b) securing computer equipment, disks, and offices in which confidential data may be kept;
 - c) following procedures for the timely destruction or deletion of confidential data.
13. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: Christy L. Bradford

Date: January 30, 2024

Print Employee Name: Christy L. Bradford

Organization Name: The School Board of Broward County, Florida

Organization Address: 600 SE Third Avenue, Fort Lauderdale, FL 33301

Job Title: Curriculum Supervisor

Work Phone Number: 754-321-8400

Work E-Mail: christy.bradford@browardschools.com

EXHIBIT C

Data Sharing Sub-grant Agreement (Non-Disclosure and Confidentiality Sub-grant Agreement)

I. Parties to the Sub-grant Agreement:

CareerSource Broward and Sub-grantee.

II. Terms and Conditions of Sub-grant Agreement:

A. The parties to this Sub-grant Agreement recognize that the full participation of the Florida Department of Commerce (hereinafter, FLORIDACOMMERCE) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Innovation and Opportunity Act (WIOA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Sub-grantee, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Sub-grantee is aware that there is a FLORIDACOMMERCE Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.

C. Sub-grantee, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Sub-grantee must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Sub-grantee's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Sub-grant Agreement to CareerSource Broward.

D. Sub-grantee shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Sub-grantee will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Sub-grantee will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit J. These forms shall be submitted to CareerSource Broward. Sub-grantee shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer in need of system access so that CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

F. Sub-grantee agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Sub-grant Agreement will be exchanged between the parties to this Sub-grant Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Sub-grant Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Sub-grantee, subcontractors and their employees may obtain access to information that is otherwise confidential, however, that access does not alter the confidential nature of the information. It is incumbent upon Sub-grantee, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Sub-grant Agreement by parties other than those specified in this Sub-grant Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas FLORIDACOMMERCE FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the FLORIDACOMMERCE Intranet.

V. Indemnity:

Sub-grantee is an independent contractor and shall carry out, exercise and execute its duties under this Sub-grant Agreement as an independent contractor. In discharging said duties and responsibilities, Sub-grantee shall exercise due and responsible care and shall comply with all assurances contained herein. Sub-

grantee agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Sub-grant Agreement.

VI. Termination of the Sub-grant Agreement:

This Sub-grant Agreement may be terminated upon failure of either party to abide by the terms of the Sub-grant Agreement or for the convenience of the parties, within thirty days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Sub-grant Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of Sub-grant Agreement:

This Sub-grant Agreement will be in effect upon the last date of the signature of all parties.

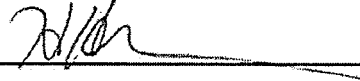
SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Sub-grantee

Name of Sub-grantee:

Name of President or Chief Officer or Chair: Dr. Howard Hepburn

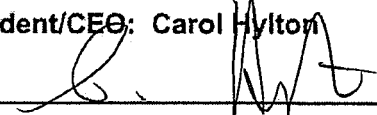
(Signature) 

(Title) Superintendent of Schools

(Date) 8/23/24

ACCEPTED BY CareerSource Broward:

Name of President/CEO: Carol Hylton

(Signature) 

(Title) President/CEO

(Date) 9-4-24

EXHIBIT D ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor or sub-recipient also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by identified by the DOL as of September 30, 2020 at: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>.

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

l. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P.L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, 2024-2025-CR-WIOA-OSY-2335

other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (www.fvvs.Rov/offices/).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail

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providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term: or

- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension
- b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminated if Contractor
 - 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or
 - 2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S C 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7

cc. Copeland 'Anti-Kickback" ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. '1 352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity

- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

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

Contractor Sub Recipients

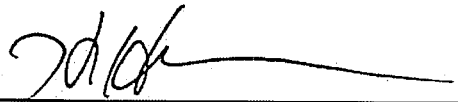
- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

EXHIBIT E
**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature

8/23/27
Date

Superintendent of Schools
Print Name and Title of Authorized Representative

EXHIBIT F

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic

Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form; print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹

1. Type of Federal Action: _____ a. contract b. grant c. cooperative agreement
d. loan e. loan guarantee f. loan insurance

2. Status of Federal Action: _____ 3. Report Type: _____
a. bid/offer/application a. initial filing
b. initial award b. material change
c. post-award For Material Change Only
year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity: _____
Prime _____

5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and
Sub-awardee Tier _____ if known:
Address of Prime:

Congressional District, if known: _____ Congressional District, if known: _____

6. Federal Department/ Agency: _____ 7. Federal Program Name/Description: _____

CFDA Number, if applicable: _____

8. Federal Action Number, if known: _____ 9. Award Amount, if known: _____

10. a. Name and Address of Lobbying Entity

b. Individuals Performing Services (including address if different from No. 10a.)
(If individual, last name, first name, MI)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):

_____ actual _____ planned _____

12. Form of Payment (check all that apply):

a. cash
b. In-kind, specify: nature _____
value _____

a. retainer
b. one-time fee
c. commission
d. contingent fee
e. deferred
f. other, specify:

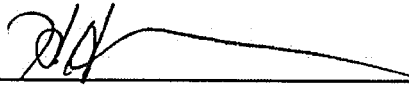
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11. **N/A**

² (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES X NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.³

Signature 
Print Name Dr. Howard Hepburn
Title Superintendent of Schools
Telephone Number 754-321-2600
Date 8/23/24

³ Approved by OMB 0348-0046
LLL-A

Authorized for Local Reproduction Standard Form

EXHIBIT G

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the Congress, an Officer of 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.
- (3) 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 agreements) and that subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

The School Board of Broward County, Florida	Out of School Youth
Grantee/Contractor/Organization	Program/Title

Dr. Howard Hepburn, Superintendent of Schools

Name of Certifying Official

Date

Print Name and Sign

Howard Hepburn



*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).
Lobbying Certification (29 CFR Part 93)

EXHIBIT H
CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal. State or local, health, law enforcement or other appropriate agency.

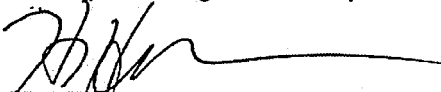
3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.



Signature

8/23/24
Date


Dr. Howard Hepburn, Superintendent of Schools
Print Name

EXHIBIT I

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

 9/23/27

Signature and Date
Dr. Howard Hepburn

Printed Name
Superintendent of Schools

Title
The School Board of Broward County, Florida
Organization

ELIGIBLE TRAINING PROVIDER

VENDOR CONTRACT

2023-2026-ETP-11402

Between

CareerSource Broward

And

SOUTH FLORIDA ACADEMY OF AIR CONDITIONING LLC

A Continuing Eligible Training Provider

Pursuant to the Steven's Amendment
Consolidated Appropriations Act of 2018, Pub. L. No. 115- 141, 132 Stat. 348, div. H,
Title V, Sec. 505 (Mar. 23, 2018)

1. The percentage and dollars of the total costs of the program or project which will be financed with Federal money is determined at the time of individual participant enrollment.

This is a master agreement. No funds are awarded under this contract.

This Agreement entered into on this 29th day of June, 2023 by and between CareerSource Broward, hereinafter referred to as "CSBD", and **SOUTH FLORIDA ACADEMY OF AIR CONDITIONING LLC**, a for-profit corporation, in the State of FLORIDA, hereinafter referred to as "Contractor".

The term of this Agreement shall begin on the date the Agreement is executed by all the parties and shall terminate with the completion of the training of the last participant referred by CSBD to Contractor or June 30, 2026, whichever date comes later.

RECITALS

Whereas, the CSBD Council of Elected Officials, hereinafter, "Council" and the Broward Workforce Development Board, hereinafter "BWDB" have approved Contractor, and the Courses of training on the CSBD Eligible Training Provider List for the purpose of referring program participants for training under its various formula and discretionary, state and federal workforce grants; and

Whereas, Contractor agrees to provide the above referenced training, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

A. STATEMENT OF WORK

1. CSBD's ability to enter into this Contract is dependent upon Contractor's approval to be an Eligible Training Provider (ETP) for a one (1) year period of initial eligibility followed by a two (2) year period of subsequent eligibility pursuant to 20 CFR 680.450 and 680.460. Should Contractor fail to meet initial or subsequent eligibility this Contract shall be immediately terminated.
2. Contractor agrees to provide the course(s) of training as specified in the approved program description, submitted to CSBD for approval by its governing boards. Contractor shall notify CSBD of any changes in the approved program descriptions prior to the enrollment of any individual referred by CSBD.
3. Contractor shall provide their approved course(s) of training at its licensed facility, on-line or at an externship or clinical site based upon the approval granted by the BWDB at the time of submission of their application to be placed on the CSBD Eligible Training Provider List (ETPL).
4. Contractor's approval as an ITA provider does not obligate CSBD to refer participants.
5. Contractor understands that this Contract does not obligate CSBD to refer students to Contractor. However, Contractor may refer individuals to CSBD for a determination of their eligibility to receive financial assistance and a Training Voucher from CSBD. CSBD must offer participants "customer choice" and therefore does not guarantee that a student referred to CSBD by Contractor, will ultimately decide to enroll in Contractor's institution.

6. Contractor agrees to enroll participants as students in their institution and to provide the training as specified on the Training Voucher, as described below, presented to the campus Cashier or Registrar's office by a referred CSBD participant/student.
 - a. Course authorization shall only be transmitted via an original signed CSBD Training Voucher, or a Training Voucher transmitted electronically via DocuSign or similar verifiable signature software program delivered to Contractor in accordance with a process agreed to by the parties. Contractor shall not accept Training Vouchers via verbal approval such oral vouchers will not be honored by CSBD. CSBD will not reimburse Contractor for courses not on the official CSBD signed Training Voucher.
 - b. Contractor agrees not to enroll a referred participant into courses not listed on the Training Voucher. CSBD will not be responsible for reimbursement of the tuition or associated fees for unauthorized courses. Contractor shall not require any participant/student to sign a tuition Contract between the student and Contractor for unauthorized courses.
 - c. Training shall be in the occupational area identified on the Training Voucher with the specified weeks of instruction, and/or hours per course as outlined in Contractor's current academic year Course Catalogs and approved for the student at the time of their enrollment.
7. Participant Training Vouchers and Individual Training Accounts
 - a. An individual training account (ITA) refers to the scholarship amount available to pay for a participant / student's tuition or course(s).
 - b. Training Voucher refers to the instrument used by CSBD to identify the courses of study and the amount of ITA funds allocated to an individual participant for the courses and time frames described on the voucher.
 - i. Vouchers may be issued for less than the full amount of tuition or the cost of the course of study.
 - ii. Vouchers may be issued each semester if Contractor offers training on a semester basis or in increments applicable to the schedule of courses offered by Contractor.
 - iii. Participant/Students are issued a Training Voucher each semester or at the completion of a course of training prior to registration for the new semester or course. In order to receive a new Voucher CSBD must receive a copy of the participant/student's transcript or an acceptable form of progress report. Contractor or CSBD may obtain a FERPA to be able to share student information.
 - iv. Each Training Voucher will list the course selections and other items allowable for that participant/student.
 - c. Neither Contractor nor referred participant/students shall have any property rights which attach to an ITA.
 - d. The parties agree that Training vouchers are not transferable, cannot be sold and have no intrinsic value.

- e. From time-to-time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from CSBD. If a transfer is authorized by Contractor prior to receiving written approval from CSBD, CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.
 - f. Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old as they will be considered expired and CSBD shall not be obligated to reimburse for those Training Vouchers.
8. Contractor agrees to provide CSBD with the grade level at which the course material and textbooks for the individual courses of study are normed so that CSBD can properly determine a participant's qualifications to be successful in the course of study offered by Contractor.
9. Participant/students literacy and numeracy skills may be assessed by CSBD and a prospective participant/student who is not within one grade level of the course materials may be determined as ineligible for the course of training to be provided by Contractor.
10. Combining Pell Grants and Other Financial Aid with CSBD Financial Assistance
- a. Contractor's Financial Aid Office shall assist CSBD participant/students in determining their eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance or other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
 - b. CSBD will obtain a FERPA release from its participant/students so that Contractor can share PELL award information.
 - c. CSBD will issue an initial training voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to CSBD by Contractor.
 - d. Contractor agrees that they will not collect more than the advertised tuition for each participant/student enrolled. Contractor shall follow federal rules applicable to a determination of the order in which federal financial assistance shall be applied. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the Participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of Workforce Innovation and Opportunity Act of 2014 funds.
 - e. Contractor agrees to immediately inform CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility
 - f. Contractor will not defer or delay payments of PELL or other financial assistance to students.

11. PERFORMANCE

- a. The approval of Training Vouchers for a course of study is subject to performance by Contractor. Following CSBD governing boards' approval to add a course of study to

the ITA list, Contractor shall be limited to ten (10) CSBD student/participants for each course of study from the date that the contract is signed until such time as the seventy percent (70%) training-related placement rate can be documented, through Florida Education and Training Placement Information Program (FETPIP).

- b. A minimum of seventy percent (70%) of the students enrolled who complete training must be placed in a training related jobs within ninety (90) days or such other period as may be determined by the CSBD governing boards following their completion of training. Training related shall be determined in accordance with the State of Florida definition.
- c. Failure to meet performance shall result in the suspension or termination of referrals and award of an ITA for of the course of training or program. Referrals shall continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time Contractor may reapply for approval of the course or study of program.

B. COMPENSATION

1. Tuition or course fees shall be based on the tuition or course fee advertised to the general public.
2. The CSBD Training Voucher may cover enrollment, tuition, book and lab fees, registration and such other fees, as applicable, minus any scholarships or other financial aid the participant/student receives.
3. CSBD cannot reimburse tuition or course fees in excess of the CSBCF ITA cap or the actual cost of tuition or the course of training whichever is less
4. Contractor agrees to accept the CSBD Training Voucher for purposes of allowing participant/students to register and enroll in lieu of a cash, electronic payment or check prior to the start of classes. Contractor shall submit invoices to CSBD for each Training Voucher submitted and accepted by Contractor.
5. Contractor shall date stamp Training Vouchers when they are received. In order to be paid, Contractor shall submit an invoice to CSBD within forty-five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, including change fees, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty-five (45) days of receipt of the Training Voucher shall be voided and CSBD will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for CSBD to reimburse for the Training Voucher.
6. Tuition and fees billed to CSBD must be calculated minus any scholarships or other financial aid available and awarded to the participants/student.
7. Upon final payment to Contractor of amounts due at the end of each program year under this Contract, less any credits, refunds, or rebates due to CSBD, Contractor hereby releases and discharges CSBD from any financial claims arising from this Contract for that program year. To be entitled to payment, invoices must be received from Contractor within forty-five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited

and CSBD will not honor any requests submitted after the aforesaid time period.

8. Contractor's prices may change from the time of their approval for inclusion on the ITA List. Course tuition charges set by the Florida Legislature and signed into law shall be effective in accordance with the timeframes set by the statute and upon approval of the Contractor Board of Trustees. Contractor agrees to maintain the price proposed for certificate courses at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. Adjustments to tuition or price schedules for private proprietary institutions must be submitted in May of each year to be effective July 1 through June 30 of the following program year period. Reimbursements for tuition and fee schedule adjustments will be limited to the cap set for ITA scholarships by the CSBD governing boards.
9. Public institutions shall be reimbursed on a semester basis and in accordance with their change/drop schedules.
10. Private not-for-profit or private for-profit institutions, shall be reimbursed monthly by dividing the tuition or costs / total # months needed to obtain the credential or certificate up to the amount of the ITA awarded the participant. CSBD shall not be responsible for reimbursement of tuition for any month in which participant(s) is not in attendance for a minimum of ten (10) class days.
 - a. For withdrawals after the first ten (10) class days of the month, CSBD shall be responsible for the monthly payment through that month only; after which, CSBD shall not be responsible for any unpaid portion of the tuition applicable to the individual who has dropped out or withdrawn.
 - b. Contractor shall return all refunds or credits to CSBD within forty-five (45) business days of receipt or credit respectively, with sufficient information to identify the cause of that refund or credit.
 - c. Contractor agrees to provide CSBD with student attendance data with each invoice submitted for payment

C. THE CONTRACT DOCUMENTS

1. The following documents are incorporated by reference into this Contract as if fully set forth herein:
 - a. Contractor's approved application to CSBD to be included on the ETPL and each course/program application approved by the NCFWDB.
 - b. The Contractor Catalog which is on file with Contractor and a copy of which has been provided to CSBD or which is posted on Contractor's website at the time approval of Contractor's courses/programs by the NCFWDB.
 - c. The original signed Training Voucher(s).
 - d. CareerSource Florida Administrative Policy 90

<https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance->

- e. Certification regarding Debarment and Suspension.
 - f. Drug Free Workplace Form.
 - g. Lobbying Certification.
 - h. Assurances and Certifications.
 - i. The State of Florida Data Sharing Contract (Non-Disclosure and Confidentiality Contract)
 - j. Certification Regarding Environmental Tobacco Smoke
 - k. A Copy of the licenses/approvals from the Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the CSBD governing Boards designated as necessary to meet licensing and accreditation criteria in order for Contractor to be included on the CSBD ETPL.
 - l. Accreditation Information.
2. Any conflicts between the contract documents shall be resolved in this order:
 - a. The Contract Provisions.
 - b. The Training Voucher.
 - c. The Contractor Catalog submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.
 3. This Contract shall not be considered fully executed and participants shall not be referred until all the documents necessary to complete the Contract file are provided, including but not limited to resolutions, if required, identifying the signor, or completed Execution pages with the proper signors, the correct legal name of the entity, and signed attachments as applicable.

D. TERMINATION, SUSPENSION AND FAILURE TO PERFORM

1. Either party may terminate this Contract for convenience upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Contract or such shorter period as may be mutually agreed to by the parties. In such event, Contractor shall be entitled to receive payments for tuition or fees in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. CSBD shall not be liable for any tuition, fees, or costs after the effective date of termination.
2. CSBD may immediately terminate this Contract in the event of the de-obligation or cancellation of the grants providing the funding to support the activities under this Contract.

3. CSBD may terminate this Contract or remove a course of study from the list of approved courses for the award of an ITA, as applicable, at any time that the CSBD Chief Executive Officer determines that any of the following has occurred:

- a. Contractor has failed to provide the program of study approved for funding by the CSBD governing boards.
- b. Contractor has failed to comply with PELL requirements as described in this Contract or Contractor loses its eligibility to receive PELL grants for its students or for a program of study approved for training by the NCFWDB.
- c. Contractor changes the licensed location of its school as authorized by the Florida Department of Education.
- d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education.
- e. Contractor is charging CSBD participant/students a tuition of fee different from that offered to the general public for the same course of study.
- f. Contractor's status as an ETP has been suspended or terminated by the Florida Department of Economic Opportunity or the REACH Office.
- g. Contractor has reported inaccurate performance or demographic information to the state.
- h. Contractor has violated CareerSource Florida Policy 90 which may be accessed at:

https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9

or as may be amended by REACH Office.

- i. Engaged in fraud, criminal acts, incapacity, unfitness, neglect, incompetence, irresponsibility, offered unlawful remuneration to attract participants, misfeasance, malfeasance, nonfeasance or lack of performance.
- j. Contractor has failed to take corrective action:
 - i. Regarding a student Complaint. In the event of a student/participant complaint if it relates to Contractor, Contractor shall address the complaint in accordance with its internal processes.
 - ii. Regarding a monitoring or audit finding related to fiscal issues and after notification contractor has not complied with an agreed to corrective action plan.
- k. Contractor's school and/or course of study have had its accreditation suspended or lost its accreditation.
- l. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ETPL.

- m. Contractor has not met the required performance as described herein.
 - n. There have been no enrollments into Contractor's courses of study for any twelve (12) month period.
 - o. Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.
4. Termination for any of the reasons cited in paragraph 3 immediately above may result in suspension of the course or Contractor from being included on the EPTL for a period of two (2) years after which Contractor may reapply for initial eligibility in accordance with 20 CFR 680.450 - 460.
5. If Contractor's eligibility to serve as an ETP is terminated or referrals to a course of study or program is suspended or terminated, CSBD shall not be obligated to reimburse Contractor for Training Vouchers issued following notice of termination of eligibility or suspension as applicable.
6. Suspension.
- a. CSBD may suspend this Contract or referrals into a course of study/program for any of the reasons listed in paragraph 3 above.
 - b. CSBD may suspend referrals to a course of study if Contractor delays the start date of training by more than five (5) business days.
 - c. CSBD may suspend referrals to a course of study if it is not offered to the general public.
 - d. CSBD may suspend referrals to a course of study if the training program is for an occupation no longer considered to be in demand because it ceases to be on the State of Florida Targeted Occupations in Demand List for the local Region,
 - e. CSBD may suspend referrals to a program if the program of study is materially changed from the description provided in Contractor's application because additional hours have been added or there is an increase in tuition.
 - f. CSBD may suspend referrals to a program if CSBD deems the course of study or school to be detrimental to its participant/students.
7. Notices of termination or suspension shall be in writing in accordance with the Notice section under this Contract.

E. GENERAL REQUIREMENTS

1. Reports

- a. Contractor agrees to file course completion and placement information for CSBD students with the Florida Education and Training Placement Information Program

(FETPIP) Office of the State of Florida and to provide CSBD with copies of the FETPIP report annually or upon request.

- b. Contractor shall provide CSBD with tuition or program cost information provided to the general public.
 - c. Contractor agrees to provide CSBD with such additional information as may be required by the State of Florida including but not limited to
 - i. The names of the program participants who are in unsubsidized employment during the second quarter after exit from the program.
 - ii. The names of the program participants who are in unsubsidized employment during the fourth quarter after exit from the program
 - iii. The hourly wage of each of the program participants who are in unsubsidized employment during the second quarter after completing their course of study and exiting from the program;
 - iv. Evidence of participant/students' progress in their course of study in order for the participant/student to be issued a Training Voucher or for purposes of reporting performance to the State of Florida in accordance with a schedule to be provided by CSBD
 - d. Contractor shall immediately notify CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.
2. Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training
- a. Contractor shall notify CSBD within five (5) business days of a participant's formal withdrawal, or absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
 - b. Contractor agrees to notify CSBD when a participant successfully completes the training program into which they are enrolled and shall provide a copy or evidence of a participant/student's license, certificate, credential, diploma or degree, when obtained by CSBD participants, even if the participant/student has an outstanding balance with the Contractor. CSBD shall provide a FERPA or applicable release to be able to receive the information if required.
3. Maintenance of Records, Access and Monitoring
- a. Contractor shall keep copies of all records, accounts, and documents pertaining to this Contract or any Amendment hereto, including student information, for five (5) years following the expiration of this Contract.
 - b. In the event of an audit or monitoring finding, claim, litigation, or other action involving this Contract or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

- c. Contractor agrees to allow authorized representatives of CSBD, the Florida Department of Economic Opportunity, the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor, (US DOL), or Health and Human Services (HHS) to monitor classes in which participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and review payments made under this Contract. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws").
- d. Contractor agrees to accept the properly executed FERPA form which designates with specificity the information the student wants disclosed to CSBD signed by students whose tuition is in whole or in part paid for by CSBD.

4. Notice

- a. All notices or communications required to be given by this Contract from one party to the other must be (i) given in writing, or transmitted by facsimile, and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, to the mailing address of each party as follows:

FOR CSBD:

To: CSBD President/CEO
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309
Fax: (954) 337-3255

FOR CONTRACTOR:

To: SOUTH FLORIDA ACADEMY OF AIR CONDITIONING LLC
3343 W. Commercial Boulevard, Suite 105
Fort Lauderdale, FL 33309
Attention: Director
Fax: (561) 367-3444

- b. Notices shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed, provided that the sender has received a confirmation of such fax. A party may, for purposes of this Contract, change his, her or its address, fax number, or the person to whom a notice should be transmitted, by giving notice of such change to the other party pursuant to the above.

5. Force Majeure

- a. "Force Majeure" shall mean an event beyond the control of Contractor or CSBD, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
 - i. An act of God, such as, but not limited to, hurricanes, earthquakes, drought, tidal waves and floods;

- ii Explosions and fire;
 - iii War, hostilities, whether war be declared or not, invasion, act of foreign enemies, mobilization, requisition, or embargo;
 - iv Strike, go slows, lock outs or disorder; and
 - v acts or threats of terrorism.
 - vi In the event of a Force Majeure
- b. Neither the Contractor nor CSBD shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the Effective Date.
 - c. The "Affected Party," prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
 - d. If Contractor is unable to hold classes or to register and enroll students, CSBD may direct to students to other schools or may advise them to wait until Contractor is operational depending upon what will best suit the needs of the student/participant.
 - e. If participants have already submitted their Training Vouchers but have not yet attended class or are within the drop/add period Contractor shall return the fees and/or tuition paid within thirty (30) days of receipt of payment.
 - f. If participants have attended class and are beyond the drop/add period Contractor and CSBD shall meet to determine the best course of action for the participant/students. This may include a pro rata partial refund of payments made on behalf of the participant/students.

6. Compliance with Applicable Laws and Regulations

- a. Contractor agrees to adhere to Workforce Innovation and Opportunity Act of 2014 P.L.113 -128 as it may be amended.
- b. Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-Contracts.
- c. Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD.
- d. When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as described in Attachment 3. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required; it may be obtained from CSBD. All disclosure forms required by the Certification Regarding Lobbying form must be completed and returned to CSBD.

- e. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, Contractor certifies it is not presently nor previously within a three (3) year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. Contractor will provide assurances of compliance as certified in the Contract Attachment titled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.
- f. When applicable, the Contractor shall disclose all related party transactions.
- g. Contractor shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Contractor pertaining to any program funded by this agreement or amendment hereto, available to CSBD, the Comptroller, General of the United States, the federal government and / or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews, investigation, survey or examination, even though, the Contractor may at the time of the request no longer be operating programs for CSBD or be a Contractor of CSBD.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-202-3830, PUBLICRECORDS@CAREERSOURCEBROWARD.COM, 2890 W. CYPRESS CREEK ROAD, FORT LAUDERDALE, FL 33309.

- h. To the extent applicable Contractor shall comply with 2 CFR§ 200.216 Prohibition on Certain Telecommunications and video surveillance services or equipment.
- i. To the extent applicable Contractor shall comply with 2 CFR§ 200.300 Statutory and National Policy requirements.
- j. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.322 Domestic preferences for procurement.
- k. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.323 Procurement of recovered materials.

7. Indemnification

- a. If Contractor is a state agency, as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be

construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

- b. Contractors who are not public agencies agree they shall at all times hereafter indemnify, hold harmless and, at CSBD's option, defend or pay for an attorney selected by the CSBD General Counsel to defend CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, 1) related to, arising from, or as a result of this Contract; or 2) caused by a negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from or related this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to special fees, markups or interest payments on the part of CSBD

8. Governing Law and Venue

- a. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal issues arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts in Broward County, Florida the venue situs.
- b. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.
- c. Contractor Obligation to Adhere to Public Entity Crimes Policy. Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD competitive procurement activities

Contractor represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity crime) and that it has not been formally charged with committing an act defined as a (public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

d. Compliance with E-Verify. Contractor agrees to comply with Florida Statutes 448.095 and shall:

- i Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,
- ii Not employ, contract with, or subcontract with an unauthorized alien
- iii Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.

e. Compliance with Equal Employment and Discrimination Laws. Contractor agrees to adhere to the following equal employment laws as applicable to Contractor:

- i Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
- ii The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
- iii Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended
- iv Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended,
- v Applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)
- vi WIOA Non-Discrimination Requirements 29 CFR part 37 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.

9. Amendments

- a. This constitutes the entire Contract between the parties. Any modification or addition hereto shall not become binding on either party until accepted by both parties, reduced to writing and attached hereto as an Amendment to this Contract.
- b. The parties further agree that this Contract may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.

10. Assignment. Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Contract without prior written approval of CSBD.

11. Prior Contracts. This document incorporates and includes, all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matter

contained herein and the parties agree that there are no commitments, Contracts, understandings concerning the subject matter of this Contract, that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and CSBD.

12. Independent Contractor. The parties understand and agree that they are independent contractors and no provisions of this Contract shall be construed as creating an agency or employment relationship between the parties and their employees, agents, subcontractors or assigns.
13. Headings. The headings of the sections of this Contract are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

14. Term

- a. This Contract shall begin on the date it is executed by all the parties and shall terminate on June 30, 2026 unless:
 - i. Contractor's status as an initial ETP is terminated in the year following their approval as an ETP in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity; or
 - ii. Contractor's status for subsequent eligibility as an ETP is terminated or expires in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity;
 - iii. Contractor fails to reapply for subsequent ETP status three (3) months prior to June 30, of the program year in which their eligibility status must be redetermined, in which case there will be no referrals to Contractor until their "continuing eligibility" as an ETP has been approved by the Florida Department of Economic Opportunity or REACH Office.
- b. CSBD reserves the right to continue participants referred by CSBD to Contractor until their training is complete or to transfer the participants and be relieved of its obligation to Contractor for payments beyond the termination date if this Contract is terminated because: Contractor has lost their eligibility status as an ETP for any reason.

15. Execution


This Contract and any attachment, exhibit or amendment, ("the Documents") related to this Agreement required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. The Parties agree that any Electronic Signature shall be valid and binding on each of the Parties to the same extent as a manual, original signature, and enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any of the Documents may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Document.

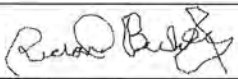
EXECUTION PAGE

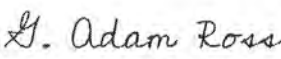
IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: SOUTH FLORIDA ACADEMY OF AIR CONDITIONING LLC signing by and through its (Title of Signatory) Executive Director on the 28th day of June, 2023 and CareerSource Broward Florida signing by and through its President/CEO.

AS TO SOUTH FLORIDA ACADEMY OF AIR CONDITIONING LLC:

ATTEST:

 L.S.

 L.S.

BY: 

(Signature)

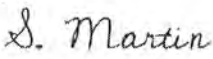
Print Name: G. Adam Ross

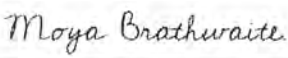
TITLE: Executive Director

DATE: 06/28/2023

AS TO CAREERSOURCE BROWARD:

ATTEST:

 L.S.

 L.S.

BY: 

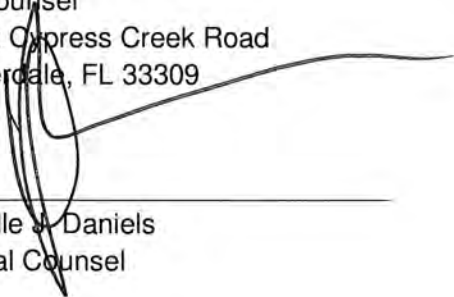
(Signature)

Print Name: Carol Hylton

TITLE: President/CEO

DATE: 06/29/2023

Approved as to form by the CareerSource Broward
Rochelle J. Daniels
General Counsel
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309

BY: 
Rochelle J. Daniels
General Counsel

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

G. Adam Ross

06/29/2023

Signature

Date

Adam ROSS

Executive Director

Print Name and Title of Authorized Representative

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

A. Adam Ross

06/29/2023

Signature

Date

Adam Ross

Print Name

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants. and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name. if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
- (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier
Sub awards

1. Type of Federal Action

2. Status of Federal Action:

3. Report Type: Contract Grant Cooperative Agreement Loan
 Loan Guarantee Loan Insurance Bid/Offer/Application Initial Award
 Post award
 Initial Filing Material Change: Year _____ Qtr _____ Date of last report

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹. Type of Federal Action: _____ 2. Status of Federal Action: _____ 3. Report Type: _____

- | | | |
|--------------------------|--------------------------|---------------------------|
| a. contract | a. bid/offer/application | a. initial filing |
| b. grant | b. initial award | b. material change |
| c. cooperative agreement | c. post-award | For Material Change Only |
| d. loan | | year _____ quarter _____ |
| e. loan guarantee | | date of last report _____ |
| f. loan insurance | | |

4. Name and Address of Reporting Entity: _____ Prime _____ 5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier _____ if known: Address of Prime:

Congressional District, if known: _____ Congressional District, if known: _____

6. Federal Department/ Agency: _____ 7. Federal Program Name/Description: _____

CFDA Number, if applicable: _____

8. Federal Action Number, if known: _____ 9. Award Amount, if known: _____

10. a. Name and Address of Lobbying Entity _____ b. Individuals Performing Services (including address if different from No. 10a.) _____

(If individual, last name, first name, MI)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):
_____ actual _____ planned _____

12. Form of Payment (check all that apply):

- a. cash
- b. In-kind, specify: nature _____
value _____

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.²

Signature *A. Adam Ross*
 Print Name Adam Ross
 Title Executive Director
 Telephone Number 9547081585 Date _____

² Approved by OMB 0348-0046

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the 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 agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) 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 agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

<u>SOUTH FLORIDA ACADEMY OF AIR CONDITIONING</u>	<u>ETP</u>
Grantee/Contractor/Organization	Program/Title
Adam Ross	<i>A. Adam Ross</i>
Name of Certifying Official	Date
Print Name and Sign	06/29/2023

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered,

in whole or in part, by forced or indentured child labor in industries and host countries identified by identified by the DOL as of September 30, 2020 at: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>.

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do no come from a Federal source. Additionally, no funds made available through

this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

l. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate

negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (vwww.fvvs.Rov/offices!).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities: and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term; or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension

b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminate if Contractor

- 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or

2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse

must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7

cc. Copeland "Anti-Kickback" ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. '1 352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

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

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

A. Adam Ross

06/29/2023

Signature and Date

Adam Ross

Printed Name

Executive Director

Title

South Florida Academy of AC

Organization

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource Broward and Contractor.

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of the Department for Economic Opportunity (hereinafter, DEO) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Investment Act (WIA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Contractor, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Contractor is aware that there is a DEO Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.

C. Contractor, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Contractor must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Contractor's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Agreement to CareerSource Broward.

D. Contractor shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Contractor will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Contractor will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit D. These forms shall be submitted to CareerSource Broward. Contractor shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer in need of system access so that

CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

F. Contractor agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Contractor, subcontractors and their employees may obtain access to information that is otherwise confidential; however, that access does not alter the confidential nature of the information. It is incumbent upon Contractor, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the DEO Intranet.

V. Indemnity:

Contractor is an independent contractor and shall carry out, exercise and execute its duties under this Agreement as an independent contractor. In discharging said duties and responsibilities, Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. Contractor agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

This Agreement may be terminated upon failure of either party to abide by the terms of the Agreement or for the convenience of the parties, within thirty (30) days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of Agreement:

This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Contractor

Name of Contractor:

SOUTH FLORIDA ACADEMY OF AIR CONDITIONING LLC

Name of President or Officer: Adam Ross

(Signature) *A. Adam Ross*

(Title) **President or Officer**

(Date) 06/29/2023

ACCEPTED BY CareerSource Broward:

Name of President/CEO: CAROL HYLTON

(Signature) *Carol Hylton*

(Title) **President/CEO**

(Date) 06/30/2023

SIGNATURE CERTIFICATE



REFERENCE NUMBER

96F7015F-AE0D-46D2-A289-8AFB7BC4552C

TRANSACTION DETAILS

Reference Number
96F7015F-AE0D-46D2-A289-8AFB7BC4552C

Transaction Type
Signature Request

Sent At
06/30/2023 10:28 EDT

Executed At
06/30/2023 10:29 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
7fe505243a9df45f569355b18d74d3c2d4625a9cc3ace9ebc688a4e439e9719c

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Data Sharing Exhibit -sfaac Eligible Training Provider Agreement No 2023-2026-Etp-11402

Filename
data_sharing_exhibit_-sfaac_eligible_training_provider_agreement_no_2023-2026-etp-11402.pdf

Pages
3 pages

Content Type
application/pdf

File Size
700 KB

Original Checksum
6eb4ed92d6b7ffaf071852d85fadf434663cf7c8e314dcc022be0cdfadc1ffd

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Carol Hylton</p> <p>Email chylton@careersourcebroward.com</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 562f79536ed25d7cb498462ae9944fe9e1203b384f17f1187fd5f3a1d0d4a59</p> <p>IP Address 174.211.227.245</p> <p>Device Mobile Safari via iOS</p> <p>Typed Signature </p> <p>Signature Reference ID 0E0BE65E</p>	<p>Viewed At 06/30/2023 10:28 EDT</p> <p>Identity Authenticated At 06/30/2023 10:29 EDT</p> <p>Signed At 06/30/2023 10:29 EDT</p>

AUDITS

TIMESTAMP	AUDIT
06/30/2023 10:28 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'data_sharing_exhibit - sfaac_eligible_training_provider_agreement_no_2023-2026-etp-11402.pdf' on Chrome via Windows from 67.23.70.69.
06/30/2023 10:28 EDT	Carol Hylton (chylton@careersourcebroward.com) was emailed a link to sign.
06/30/2023 10:28 EDT	Carol Hylton (chylton@careersourcebroward.com) viewed the document on Mobile Safari via iOS from 174.211.227.245.
06/30/2023 10:28 EDT	Carol Hylton (chylton@careersourcebroward.com) viewed the document on Mobile Safari via iOS from 174.211.227.245.
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06/30/2023 10:29 EDT	Carol Hylton (chylton@careersourcebroward.com) signed the document on Mobile Safari via iOS from 174.211.227.245.

SIGNATURE CERTIFICATE



REFERENCE NUMBER

02D7225B-038F-4CD7-99B6-85025A2BAB2E

TRANSACTION DETAILS

Reference Number
02D7225B-038F-4CD7-99B6-85025A2BAB2E

Transaction Type
Signature Request

Sent At
06/28/2023 18:49 EDT

Executed At
06/28/2023 20:02 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
e3e007d41de6cbb29dcd19b593db1a0de7603833083a3bf1d686b1d1522e96

Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Sfaac Eligible Training Provider Agreement No 2023-2026-Etp-11402

Filename
sfaac_eligible_training_provider_agreement_no_2023-2026-etp-11402.pdf

Pages
38 pages

Content Type
application/pdf

File Size
255 KB

Original Checksum
c78b1925517828758bc94673c0e8a9b0ec22314884547bc88a25cab378ebc960

SIGNERS

SIGNER

Name
Richard Buckley

Email
ccrich1234@yahoo.com

Signer Sequence
2

Components
1

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
b9e72308996d433757157ae482871becd629b45bc42d434d57f9daaaa5642698

IP Address
104.52.38.51

Device
Microsoft Edge via Windows

Drawn Signature

Signature Reference ID
1FF12E43

Signature Biometric Count
2

EVENTS

Viewed At
06/28/2023 20:01 EDT

Identity Authenticated At
06/28/2023 20:02 EDT

Signed At
06/28/2023 20:02 EDT

Name
Allison Ross

Email
allison@sfaac.com

Signer Sequence
1

Components
1

Status
signed

Multi-factor Digital Fingerprint Checksum
25507a6c01896f0d5c68b12d4313bb6b31883b7c5e34b5c367ebfa414ad21672

IP Address
47.201.242.83

Device
Chrome via Windows

Drawn Signature

Signature Reference ID
3E0DC35A

Signature Biometric Count
3

Viewed At
06/28/2023 19:02 EDT

Identity Authenticated At
06/28/2023 19:02 EDT

Signed At
06/28/2023 19:02 EDT

SIGNER

Name
Adam Ross
Email
info@sfaac.com
Signer Sequence
0
Components
7

E-SIGNATURE

Status
signed
Multi-factor Digital Fingerprint Checksum
38841ea62dfc4b539fd19996819d45a4750f75f6cbb0fd7ebb1d7d90248194f9
IP Address
47.201.242.83
Device
Chrome via Windows
Typed Signature
A. Adam Ross
Signature Reference ID
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EVENTS

Viewed At
06/28/2023 18:52 EDT
Identity Authenticated At
06/28/2023 18:54 EDT
Signed At
06/28/2023 18:54 EDT

AUDITS**TIMESTAMP**

06/28/2023 18:49 EDT

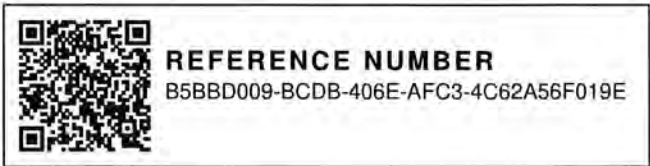
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06/28/2023 20:01 EDT

06/28/2023 20:02 EDT
06/28/2023 20:02 EDT

AUDIT

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Adam Ross (info@sfaac.com) was emailed a link to sign.
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Adam Ross (info@sfaac.com) authenticated via email on Chrome via Windows from 47.201.242.83.
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Richard Buckley (ccrich1234@yahoo.com) was emailed a link to sign.
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Richard Buckley (ccrich1234@yahoo.com) signed the document on Microsoft Edge via Windows from 104.52.38.51.

SIGNATURE CERTIFICATE



TRANSACTION DETAILS

Reference Number
B5BBD009-BCDB-406E-AFC3-4C62A56F019E

Transaction Type
Signature Request

Sent At
06/29/2023 10:27 EDT

Executed At
06/29/2023 13:22 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
32b63245e2b281732c1b32b7fde2779c8b691c09516a78727405bd06691ef1e0

Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Pe-Sfaac Eligible Training Provider Agreement No 2023-2026-Etp-11402-Signed-Certificate

Filename
pe-sfaac_eligible_training_provider_agreement_no_2023-2026-etp-11402-signed-certificate.pdf

Pages
40 pages

Content Type
application/pdf

File Size
417 KB

Original Checksum
a2fffcbdc06a8972a91c510790c73ca95466fd3dc2576d490e954a8af334be69

SIGNERS

SIGNER

Name
Moya Brathwaite

Email
mbrathwaite@careersourcebroward.com

Signer Sequence
2

Components
1

E-SIGNATURE

Status
signed

Multi-factor Digital Fingerprint Checksum
42ccc3adbb0e5d1aa16c55fcb1cfb5f048fa321ab193aba0ea3aa7bc1faa2264

IP Address
67.23.70.69

Device
Chrome via Windows

Typed Signature
Moya Brathwaite

Signature Reference ID
B377633C

EVENTS

Viewed At
06/29/2023 13:21 EDT

Identity Authenticated At
06/29/2023 13:21 EDT

Signed At
06/29/2023 13:22 EDT

Name
Sandra Martin

Email
smartin@careersourcebroward.com

Signer Sequence
1

Components
1

Status
signed

Multi-factor Digital Fingerprint Checksum
48b86ae190f16e6ecd5bc233ee72e86cd2b247233574b99457505bcfe9f4ee8a

IP Address
67.23.70.69

Device
Chrome via Windows

Typed Signature
S. Martin

Signature Reference ID
3E109FB7

Viewed At
06/29/2023 13:15 EDT

Identity Authenticated At
06/29/2023 13:16 EDT

Signed At
06/29/2023 13:16 EDT

SIGNER**Name**

Carol Hylton

Email

chylton@careersourcebroward.com

Signer Sequence

0

Components

2

E-SIGNATURE**Status**

signed

Multi-factor Digital Fingerprint Checksum

09efb52d565510142997cf1a872d45d2b277135bb1ea5e541aebceaa8dd3f9a

IP Address

67.23.70.69

Device

Chrome via Windows

Typed Signature*Carol Hylton***Signature Reference ID**

B6EA8305

EVENTS**Viewed At**

06/29/2023 11:30 EDT

Identity Authenticated At

06/29/2023 11:30 EDT

Signed At

06/29/2023 11:30 EDT

AUDITS**TIMESTAMP**

06/29/2023 10:27 EDT

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AUDIT

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ELIGIBLE TRAINING PROVIDER

VENDOR CONTRACT

2023-2026-ETP-11012

Between

CAREERSOURCE BROWARD

And

**UTI SOUTH FLORIDA, LLC DBA
UNIVERSAL TECHNICAL INSTITUTE OF SOUTH FLORIDA, LLC**

An Initial Eligible Training Provider

Pursuant to the Steven's Amendment
Consolidated Appropriations Act of 2018, Pub. L. No. 115- 141, 132 Stat. 348, div. H,
Title V, Sec. 505 (Mar. 23, 2018)

1. The percentage and dollars of the total costs of the program or project which will be financed with Federal money is determined at the time of individual participant enrollment.

This is a master agreement. No funds are awarded under this contract.

This Agreement entered into on this 19th day of September, 2023 by and between CareerSource Broward, hereinafter referred to as "CSBD", and **UTI SOUTH FLORIDA, LLC DBA UNIVERSAL TECHNICAL INSTITUTE OF SOUTH FLORIDA, LLC**, a for-profit corporation, registered with the State of FLORIDA, hereinafter referred to as "Contractor".

The term of this Agreement shall begin on the date the Agreement is executed by all the parties and shall terminate with the completion of the training of the last participant referred by CSBD to Contractor or June 30, 2026, whichever date comes later.

RECITALS

Whereas, the CSBD Council of Elected Officials, hereinafter, "Council" and the Broward Workforce Development Board, hereinafter "BWDB" have approved Contractor, and the Courses of training on the CSBD Eligible Training Provider List for the purpose of referring program participants for training under its various formula and discretionary, state and federal workforce grants; and

Whereas, Contractor agrees to provide the above referenced training, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the parties hereto do mutually agree as follows:

A. STATEMENT OF WORK

1. CSBD's ability to enter into this Contract is dependent upon Contractor's approval to be an Eligible Training Provider (ETP) for a one (1) year period of initial eligibility followed by a two (2) year period of subsequent eligibility pursuant to 20 CFR 680.450 and 680.460. Should Contractor fail to meet initial or subsequent eligibility this Contract shall be immediately terminated.
2. Contractor agrees to provide the course(s) of training as specified in the approved program description, submitted to CSBD for approval by its governing boards. Contractor shall notify CSBD of any changes in the approved program descriptions prior to the enrollment of any individual referred by CSBD.
3. Contractor shall provide their approved course(s) of training at its licensed facility, on-line or at an externship or clinical site based upon the approval granted by the BWDB at the time of submission of their application to be placed on the CSBD Eligible Training Provider List (ETPL).
4. Contractor's approval as an ITA provider does not obligate CSBD to refer participants.
5. Contractor understands that this Contract does not obligate CSBD to refer students to Contractor. However, Contractor may refer individuals to CSBD for a determination of their eligibility to receive financial assistance and a Training Voucher from CSBD. CSBD must offer participants "customer choice" and therefore does not guarantee that a student referred to CSBD by Contractor, will ultimately decide to enroll in Contractor's institution.
6. Contractor agrees to enroll participants as students in their institution and to provide the training as specified on the Training Voucher, as described below, presented to the campus Cashier or Registrar's office by a referred CSBD participant/student.

- a. Course authorization shall only be transmitted via an original signed CSBD Training Voucher, or a Training Voucher transmitted electronically via DocuSign or similar verifiable signature software program delivered to Contractor in accordance with a process agreed to by the parties. Contractor shall not accept Training Vouchers via verbal approval such oral vouchers will not be honored by CSBD. CSBD will not reimburse Contractor for courses not on the official CSBD signed Training Voucher.
- b. Contractor agrees not to enroll a referred participant into courses not listed on the Training Voucher. CSBD will not be responsible for reimbursement of the tuition or associated fees for unauthorized courses. Contractor shall not require any participant/student to sign a tuition Contract between the student and Contractor for unauthorized courses.
- c. Training shall be in the occupational area identified on the Training Voucher with the specified weeks of instruction, and/or hours per course as outlined in Contractor's current academic year Course Catalogs and approved for the student at the time of their enrollment.

7. Participant Training Vouchers and Individual Training Accounts

- a. An individual training account (ITA) refers to the scholarship amount available to pay for a participant / student's tuition or course(s).
- b. Training Voucher refers to the instrument used by CSBD to identify the courses of study and the amount of ITA funds allocated to an individual participant for the courses and time frames described on the voucher.
 - i. Vouchers may be issued for less than the full amount of tuition or the cost of the course of study.
 - ii. Vouchers may be issued each semester if Contractor offers training on a semester basis or in increments applicable to the schedule of courses offered by Contractor.
 - iii. Participant/Students are issued a Training Voucher each semester or at the completion of a course of training prior to registration for the new semester or course. In order to receive a new Voucher CSBD must receive a copy of the participant/student's transcript or an acceptable form of progress report. Contractor or CSBD may obtain a FERPA to be able to share student information.
 - iv. Each Training Voucher will list the course selections and other items allowable for that participant/student.
- c. Neither Contractor nor referred participant/students shall have any property rights which attach to an ITA.
- d. The parties agree that Training vouchers are not transferable, cannot be sold and have no intrinsic value.
- e. From time-to-time participants may request a transfer from one course of study to another or from an Associate of Science Degree Program to an Associate of Arts Degree Program. Contractor shall not allow such transfers without written approval from CSBD. If a transfer is authorized by Contractor prior to receiving written approval

from CSBD, CSBD will not be responsible for reimbursement of the tuition or associated fees for the unauthorized courses.

- f. Training Vouchers shall be valid for sixty (60) days from the date of issue. Contractor shall not accept Training Vouchers which are over sixty (60) days old as they will be considered expired and CSBD shall not be obligated to reimburse for those Training Vouchers.
8. Contractor agrees to provide CSBD with the grade level at which the course material and textbooks for the individual courses of study are normed so that CSBD can properly determine a participant's qualifications to be successful in the course of study offered by Contractor.
 9. Participant/students literacy and numeracy skills may be assessed by CSBD and a prospective participant/student who is not within one grade level of the course materials may be determined as ineligible for the course of training to be provided by Contractor.
 10. Combining Pell Grants and Other Financial Aid with CSBD Financial Assistance
 - a. Contractor's Financial Aid Office shall assist CSBD participant/students in determining their eligibility for PELL grants, scholarships, fee waivers, Federal and non-Federal sources of financial assistance or other grants in aid. Contractor agrees that its Financial Aid Office will not encourage participants to apply for loans.
 - b. CSBD will obtain a FERPA release from its participant/students so that Contractor can share PELL award information.
 - c. CSBD will issue an initial training voucher for participant/students deemed to be PELL eligible. No further vouchers will be issued until evidence of acceptance or rejection by PELL has been reported to CSBD by Contractor.
 - d. Contractor agrees that they will not collect more than the advertised tuition for each participant/student enrolled. Contractor shall follow federal rules applicable to a determination of the order in which federal financial assistance shall be applied. PELL funds to the extent not needed for tuition and to the extent allowable may be distributed to the Participant/student to pay for their support needs. All PELL funds and other grants in aid (excluding loans) shall be applied to tuition prior to the use of Workforce Innovation and Opportunity Act of 2014 funds.
 - e. Contractor agrees to immediately inform CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility
 - f. Contractor will not defer or delay payments of PELL or other financial assistance to students.

11. PERFORMANCE

- a. The approval of Training Vouchers for a course of study is subject to performance by Contractor. Following CSBD governing boards' approval to add a course of study to the ITA list, Contractor shall be limited to ten (10) CSBD student/participants for each course of study from the date that the contract is signed until such time as the seventy percent (70%) training-related placement rate can be documented, through Florida Education and Training Placement Information Program (FETPIP).

- b. A minimum of seventy percent (70%) of the students enrolled who complete training must be placed in a training related jobs within ninety (90) days or such other period as may be determined by the CSBD governing boards following their completion of training. Training related shall be determined in accordance with the State of Florida definition.
- c. Failure to meet performance shall result in the suspension or termination of referrals and award of an ITA for of the course of training or program. Referrals shall continue to be suspended until such time as the Contractor can demonstrate seventy percent (70%) performance for the students enrolled from the general population over a period of six (6) months, at which time Contractor may reapply for approval of the course or study of program.

B. COMPENSATION

1. Tuition or course fees shall be based on the tuition or course fee advertised to the general public.
2. The CSBD Training Voucher may cover enrollment, tuition, book and lab fees, registration and such other fees, as applicable, minus any scholarships or other financial aid the participant/student receives.
3. CSBD cannot reimburse tuition or course fees in excess of the CSBCF ITA cap or the actual cost of tuition or the course of training whichever is less
4. Contractor agrees to accept the CSBD Training Voucher for purposes of allowing participant/students to register and enroll in lieu of a cash, electronic payment or check prior to the start of classes. Contractor shall submit invoices to CSBD for each Training Voucher submitted and accepted by Contractor.
5. Contractor shall date stamp Training Vouchers when they are received. In order to be paid, Contractor shall submit an invoice to CSBD within forty-five (45) days of receipt of the Training Voucher. The invoice shall be for tuition and other costs, including change fees, and must be itemized by student, by course, and books/supplies. The invoice must be accompanied by the original Training Voucher. Training Vouchers not received within forty-five (45) days of receipt of the Training Voucher shall be voided and CSBD will unencumber the funds set aside to pay the Training Voucher. Thereafter, there shall be no requirement for CSBD to reimburse for the Training Voucher.
6. Tuition and fees billed to CSBD must be calculated minus any scholarships or other financial aid available and awarded to the participants/student.
7. Upon final payment to Contractor of amounts due at the end of each program year under this Contract, less any credits, refunds, or rebates due to CSBD, Contractor hereby releases and discharges CSBD from any financial claims arising from this Contract for that program year. To be entitled to payment, invoices must be received from Contractor within forty-five (45) days of the close of the program year. The program year begins July 1 and ends June 30 each year. If the Contractor fails to do so, all rights to payment are forfeited and CSBD will not honor any requests submitted after the aforesaid time period.
8. Contractor's prices may change from the time of their approval for inclusion on the ITA List. Course tuition charges set by the Florida Legislature and signed into law shall be

effective in accordance with the timeframes set by the statute and upon approval of the Contractor Board of Trustees. Contractor agrees to maintain the price proposed for certificate courses at the time of the submission of their application through June 30 of the program year in which the course of study was approved for inclusion on the ITA List. Adjustments to tuition or price schedules for private proprietary institutions must be submitted in May of each year to be effective July 1 through June 30 of the following program year period. Reimbursements for tuition and fee schedule adjustments will be limited to the cap set for ITA scholarships by the CSBD governing boards.

9. Public institutions shall be reimbursed on a semester basis and in accordance with their change/drop schedules.
10. Private not-for-profit or private for-profit institutions, shall be reimbursed monthly by dividing the tuition or costs / total # months needed to obtain the credential or certificate up to the amount of the ITA awarded the participant. CSBD shall not be responsible for reimbursement of tuition for any month in which participant(s) is not in attendance for a minimum of ten (10) class days.
 - a. For withdrawals after the first ten (10) class days of the month, CSBD shall be responsible for the monthly payment through that month only; after which, CSBD shall not be responsible for any unpaid portion of the tuition applicable to the individual who has dropped out or withdrawn.
 - b. Contractor shall return all refunds or credits to CSBD within forty-five (45) business days of receipt or credit respectively, with sufficient information to identify the cause of that refund or credit.
 - c. Contractor agrees to provide CSBD with student attendance data with each invoice submitted for payment

C. THE CONTRACT DOCUMENTS

1. The following documents are incorporated by reference into this Contract as if fully set forth herein:
 - a. Contractor's approved application to CSBD to be included on the ETPL and each course/program application approved by the NCFWDB.
 - b. The Contractor Catalog which is on file with Contractor and a copy of which has been provided to CSBD or which is posted on Contractor's website at the time approval of Contractor's courses/programs by the NCFWDB.
 - c. The original signed Training Voucher(s).
 - d. CareerSource Florida Administrative Policy 90
https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9
 - e. Certification regarding Debarment and Suspension.
 - f. Drug Free Workplace Form.

- g. Lobbying Certification.
 - h. Assurances and Certifications.
 - i. The State of Florida Data Sharing Contract (Non-Disclosure and Confidentiality Contract
 - j. Certification Regarding Environmental Tobacco Smoke
 - k. A Copy of the licenses/approvals from the Florida Department of Education, State Regulatory Agencies, Software Vendors, Department of Veteran Affairs, or other entities that the CSBD governing Boards designated as necessary to meet licensing and accreditation criteria in order for Contractor to be included on the CSBD ETPL.
 - l. Accreditation Information.
2. Any conflicts between the contract documents shall be resolved in this order:
- a. The Contract Provisions.
 - b. The Training Voucher.
 - c. The Contractor Catalog submitted at the time of course approval and in effect at the time of enrollment of the participant, including the published prices offered to the public.
3. This Contract shall not be considered fully executed and participants shall not be referred until all the documents necessary to complete the Contract file are provided, including but not limited to resolutions, if required, identifying the signor, or completed Execution pages with the proper signors, the correct legal name of the entity, and signed attachments as applicable.

D. TERMINATION, SUSPENSION AND FAILURE TO PERFORM

1. Either party may terminate this Contract for convenience upon thirty (30) days prior written notice to the other party in accordance with the Notice section of this Contract or such shorter period as may be mutually agreed to by the parties. In such event, Contractor shall be entitled to receive payments for tuition or fees in accordance with conditions set forth herein for the semester, month, or term, as applicable, in which the participants are enrolled through the date of termination. CSBD shall not be liable for any tuition, fees, or costs after the effective date of termination.
2. CSBD may immediately terminate this Contract in the event of the de-obligation or cancellation of the grants providing the funding to support the activities under this Contract.
3. CSBD may terminate this Contract or remove a course of study from the list of approved courses for the award of an ITA, as applicable, at any time that the CSBD Chief Executive Officer determines that any of the following has occurred:

- a. Contractor has failed to provide the program of study approved for funding by the CSBD governing boards.
- b. Contractor has failed to comply with PELL requirements as described in this Contract or Contractor loses its eligibility to receive PELL grants for its students or for a program of study approved for training by the NCFWDB.
- c. Contractor changes the licensed location of its school as authorized by the Florida Department of Education.
- d. Contractor's school has lost its State of Florida license or is not licensed by the State of Florida Department of Education.
- e. Contractor is charging CSBD participant/students a tuition of fee different from that offered to the general public for the same course of study.
- f. Contractor's status as an ETP has been suspended or terminated by the Florida Department of Economic Opportunity or the REACH Office.
- g. Contractor has reported inaccurate performance or demographic information to the state.
- h. Contractor has violated CareerSource Florida Policy 90 which may be accessed at:

https://floridajobs.org/docs/default-source/lwdb-resources/policy-and-guidance/guidance-papers/2016-guidance-papers/wioa_etpl_policy.pdf?sfvrsn=a5876ab0_9

or as may be amended by REACH Office.
- i. Engaged in fraud, criminal acts, incapacity, unfitness, neglect, incompetence, irresponsibility, offered unlawful remuneration to attract participants, misfeasance, malfeasance, nonfeasance or lack of performance.
- j. Contractor has failed to take corrective action:
 - i. Regarding a student Complaint. In the event of a student/participant complaint if it relates to Contractor, Contractor shall address the complaint in accordance with its internal processes.
 - ii. Regarding a monitoring or audit finding related to fiscal issues and after notification contractor has not complied with an agreed to corrective action plan.
- k. Contractor's school and/or course of study have had its accreditation suspended or lost its accreditation.
- l. An industry recognized certificate can no longer be issued by Contractor for an approved course of study on the ETPL.
- m. Contractor has not met the required performance as described herein.
- n. There have been no enrollments into Contractor's courses of study for any twelve (12) month period.

- o. Contractor has failed to report their school's performance to Florida Education and Training Placement Information Program (FETPIP) through CIE as required under the Florida Statutes.
- 4. Termination for any of the reasons cited in paragraph 3 immediately above may result in suspension of the course or Contractor from being included on the EPTL for a period of two (2) years after which Contractor may reapply for initial eligibility in accordance with 20 CFR 680.450 - 460.
- 5. If Contractor's eligibility to serve as an ETP is terminated or referrals to a course of study or program is suspended or terminated, CSBD shall not be obligated to reimburse Contractor for Training Vouchers issued following notice of termination of eligibility or suspension as applicable.
- 6. Suspension.
 - a. CSBD may suspend this Contract or referrals into a course of study/program for any of the reasons listed in paragraph 3 above.
 - b. CSBD may suspend referrals to a course of study if Contractor delays the start date of training by more than five (5) business days.
 - c. CSBD may suspend referrals to a course of study if it is not offered to the general public.
 - d. CSBD may suspend referrals to a course of study if the training program is for an occupation no longer considered to be in demand because it ceases to be on the State of Florida Targeted Occupations in Demand List for the local Region,
 - e. CSBD may suspend referrals to a program if the program of study is materially changed from the description provided in Contractor's application because additional hours have been added or there is an increase in tuition.
 - f. CSBD may suspend referrals to a program if CSBD deems the course of study or school to be detrimental to its participant/students.
- 7. Notices of termination or suspension shall be in writing in accordance with the Notice section under this Contract.

E. GENERAL REQUIREMENTS

1. Reports

- a. Contractor agrees to file course completion and placement information for CSBD students with the Florida Education and Training Placement Information Program (FETPIP) Office of the State of Florida and to provide CSBD with copies of the FETPIP report annually or upon request.
- b. Contractor shall provide CSBD with tuition or program cost information provided to the general public.

- c. Contractor agrees to provide CSBD with such additional information as may be required by the State of Florida including but not limited to
 - i The names of the program participants who are in unsubsidized employment during the second quarter after exit from the program.
 - ii The names of the program participants who are in unsubsidized employment during the fourth quarter after exit from the program
 - iii The hourly wage of each of the program participants who are in unsubsidized employment during the second quarter after completing their course of study and exiting from the program;
 - iv Evidence of participant/students' progress in their course of study in order for the participant/student to be issued a Training Voucher or for purposes of reporting performance to the State of Florida in accordance with a schedule to be provided by CSBD
- d. Contractor shall immediately notify CSBD if its student Federal loan default rate falls below the threshold, which governs Contractor's PELL eligibility as appropriate.

2. Notice of Formal Withdrawal, Absence, Failing Grades and Completion of Training

- a. Contractor shall notify CSBD within five (5) business days of a participant's formal withdrawal, or absences in excess of the amount allowable under the Contractor's rules, or of failing grades.
- b. Contractor agrees to notify CSBD when a participant successfully completes the training program into which they are enrolled and shall provide a copy or evidence of a participant/student's license, certificate, credential, diploma or degree, when obtained by CSBD participants, even if the participant/student has an outstanding balance with the Contractor. CSBD shall provide a FERPA or applicable release to be able to receive the information if required.

3. Maintenance of Records, Access and Monitoring

- a. Contractor shall keep copies of all records, accounts, and documents pertaining to this Contract or any Amendment hereto, including student information, for five (5) years following the expiration of this Contract.
- b. In the event of an audit or monitoring finding, claim, litigation, or other action involving this Contract or any Amendment hereto started prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- c. Contractor agrees to allow authorized representatives of CSBD, the Florida Department of Economic Opportunity, the Florida Department of Children and Families, the Department of Management Services or the United States Departments of Labor, (US DOL), or Health and Human Services (HHS) to monitor classes in which participants are enrolled, to interview Contractor staff, to view Contractor's facilities and have access to all records pertaining to participants and review payments made

under this Contract. Access to records shall be consistent with federal and state requirements concerning the privacy of student records (hereinafter "privacy laws").

- d. Contractor agrees to accept the properly executed FERPA form which designates with specificity the information the student wants disclosed to CSBD signed by students whose tuition is in whole or in part paid for by CSBD.

4. Notice

- a. All notices or communications required to be given by this Contract from one party to the other must be (i) given in writing, or transmitted by facsimile, and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, to the mailing address of each party as follows:

FOR CSBD:

To: CSBD President/CEO
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309
Fax: (954) 337-3255

FOR CONTRACTOR:

To: UTI SOUTH FLORIDA, LLC DBA UNIVERSAL TECHNICAL INSTITUTE
OF SOUTH FLORIDA, LLC
2601 SW 145th Avenue
Miramar, FL 33027
Attention: President

- b. Notices shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is faxed, provided that the sender has received a confirmation of such fax. A party may, for purposes of this Contract, change his, her or its address, fax number, or the person to whom a notice should be transmitted, by giving notice of such change to the other party pursuant to the above.

5. Force Majeure

- a. "Force Majeure" shall mean an event beyond the control of Contractor or CSBD, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:
 - i An act of God, such as, but not limited to, hurricanes, earthquakes, drought, tidal waves and floods;
 - ii Explosions and fire;
 - iii War, hostilities, whether war be declared or not, invasion, act of foreign enemies, mobilization, requisition, or embargo;
 - iv Strike, go slows, lock outs or disorder; and

- v acts or threats of terrorism.
 - vi In the event of a Force Majeure
- b. Neither the Contractor nor CSBD shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an event of Force Majeure that arises after the Effective Date.
 - c. The "Affected Party," prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.
 - d. If Contractor is unable to hold classes or to register and enroll students, CSBD may direct to students to other schools or may advise them to wait until Contractor is operational depending upon what will best suit the needs of the student/participant.
 - e. If participants have already submitted their Training Vouchers but have not yet attended class or are within the drop/add period Contractor shall return the fees and/or tuition paid within thirty (30) days of receipt of payment.
 - f. If participants have attended class and are beyond the drop/add period Contractor and CSBD shall meet to determine the best course of action for the participant/students. This may include a pro rata partial refund of payments made on behalf of the participant/students.

6. Compliance with Applicable Laws and Regulations

- a. Contractor agrees to adhere to Workforce Innovation and Opportunity Act of 2014 P.L.113 -128 as it may be amended.
- b. Contractor agrees to adhere to the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-Contracts.
- c. Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD.
- d. When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as described in Attachment 3. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required; it may be obtained from CSBD. All disclosure forms required by the Certification Regarding Lobbying form must be completed and returned to CSBD.
- e. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, Contractor certifies it is not presently nor previously within a three (3) year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal

department or agency. Contractor will provide assurances of compliance as certified in the Contract Attachment titled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.

- f. When applicable, the Contractor shall disclose all related party transactions.
- g. Contractor shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Contractor pertaining to any program funded by this agreement or amendment hereto, available to CSBD, the Comptroller, General of the United States, the federal government and / or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews, investigation, survey or examination, even though, the Contractor may at the time of the request no longer be operating programs for CSBD or be a Contractor of CSBD.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-202-3830, PUBLICRECORDS@CAREERSOURCEBROWARD.COM, 2890 W. CYPRESS CREEK ROAD, FORT LAUDERDALE, FL 33309.

- h. To the extent applicable Contractor shall comply with 2 CFR§ 200.216 Prohibition on Certain Telecommunications and video surveillance services or equipment.
- i. To the extent applicable Contractor shall comply with 2 CFR§ 200.300 Statutory and National Policy requirements.
- j. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.322 Domestic preferences for procurement.
- k. To the extent applicable Sub-grantee shall comply with 2 CFR§ 200.323 Procurement of recovered materials.

7. Indemnification

- a. If Contractor is a state agency, as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Contractor as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all

CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

- b. Contractors who are not public agencies agree they shall at all times hereafter indemnify, hold harmless and, at CSBD's option, defend or pay for an attorney selected by the CSBD General Counsel to defend CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, 1) related to, arising from, or as a result of this Contract; or 2) caused by a negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from or related this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSBD any sums due Contractor under this Contract may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to special fees, markups or interest payments on the part of CSBD

8. Governing Law and Venue

- a. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal issues arising out of this Contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the courts in Broward County, Florida the venue situs.
- b. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury for any such litigation.
- c. Contractor Obligation to Adhere to Public Entity Crimes Policy. Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD competitive procurement activities

Contractor represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a (public entity crime) and that it has not been formally charged with committing an act defined as a

(public entity crime) regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

- d. Compliance with E-Verify. Contractor agrees to comply with Florida Statutes 448.095 and shall:
 - i Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,
 - ii Not employ, contract with, or subcontract with an unauthorized alien
 - iii Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.
- e. Compliance with Equal Employment and Discrimination Laws. Contractor agrees to adhere to the following equal employment laws as applicable to Contractor:
 - i Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.
 - ii The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
 - iii Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended
 - iv Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended,
 - v Applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.)
 - vi WIOA Non-Discrimination Requirements 29 CFR part 37 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.

9. Amendments

- a. This constitutes the entire Contract between the parties. Any modification or addition hereto shall not become binding on either party until accepted by both parties, reduced to writing and attached hereto as an Amendment to this Contract.
- b. The parties further agree that this Contract may be amended to incorporate any changes required as a result of new or revised legislation, or funding levels.

10. Assignment. Contractor shall not assign, subcontract, delegate, or in any way transfer any of its rights or responsibilities or any part of the work and services required under this Contract without prior written approval of CSBD.

11. Prior Contracts. This document incorporates and includes, all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matter contained herein and the parties agree that there are no commitments, Contracts, understandings concerning the subject matter of this Contract, that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written. It is

further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Contractor and CSBD.

12. Independent Contractor. The parties understand and agree that they are independent contractors and no provisions of this Contract shall be construed as creating an agency or employment relationship between the parties and their employees, agents, subcontractors or assigns.
13. Headings. The headings of the sections of this Contract are inserted only for the purpose of convenience and reference and shall in no way restrict or otherwise affect the construction of the terms and conditions herein.

14. Term

- a. This Contract shall begin on the date it is executed by all the parties and shall terminate on **June 30, 2026** unless:
 - i. Contractor's status as an initial ETP is terminated in the year following their approval as an ETP in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity; or
 - ii. Contractor's status for subsequent eligibility as an ETP is terminated or expires in accordance with WIOA and the guidelines provided by the State of Florida Department of Economic Opportunity;
 - iii. Contractor fails to reapply for subsequent ETP status three (3) months prior to June 30, of the program year in which their eligibility status must be redetermined, in which case there will be no referrals to Contractor until their "continuing eligibility" as an ETP has been approved by the Florida Department of Economic Opportunity or REACH Office.
- b. CSBD reserves the right to continue participants referred by CSBD to Contractor until their training is complete or to transfer the participants and be relieved of its obligation to Contractor for payments beyond the termination date if this Contract is terminated because: Contractor has lost their eligibility status as an ETP for any reason.

15. Execution

This Contract and any attachment, exhibit or amendment, ("the Documents") related to this Agreement required to be in writing, may be in the form of an Electronic Record and may be executed using Electronic Signatures. The Parties agree that any Electronic Signature shall be valid and binding on each of the Parties to the same extent as a manual, original signature, and enforceable against such in accordance with the terms thereof to the same extent as if a manually executed original signature was delivered. Any of the Documents may be executed in as many counterparts as necessary or convenient, including both paper and electronic counterparts, but all such counterparts are one and the same Document.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: UTI SOUTH FLORIDA, LLC DBA UNIVERSAL TECHNICAL INSTITUTE OF SOUTH FLORIDA, LLC signing by and through its (Title of Signatory) Chief Financial Officer on the 8th day of September, 2023 and CareerSource Broward signing by and through its President/CEO.

AS TO UTI SOUTH FLORIDA, LLC DBA UNIVERSAL TECHNICAL INSTITUTE OF SOUTH FLORIDA, LLC:

ATTEST: Tracy Lorenz L.S.
[Signature] L.S.

BY: Troy R Anderson
(Signature)
Print Name: Troy R Anderson
TITLE: Chief Financial Officer
DATE: 09/08/2023

AS TO CAREERSOURCE BROWARD:

ATTEST: Michelle Baldis L.S.
Moya Braithwaite L.S.

BY: Carol Hylton
(Signature)
Print Name: Carol Hylton
TITLE: President/CEO
DATE: 09/19/2023

Approved as to form by the CareerSource Broward
Rochelle J. Daniels
General Counsel
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309

BY: [Signature]
Rochelle J. Daniels
General Counsel

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal 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;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Troy R Anderson

09/08/2023

Signature

Date

Troy R Anderson

Chief Financial Officer

Print Name and Title of Authorized Representative

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

Troy R Anderson

09/08/2023

Signature

Date

Troy R Anderson

Print Name

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants. and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name. if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
- (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
- (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier Sub awards

1. Type of Federal Action

2. Status of Federal Action:

3. Report Type: Contract Grant Cooperative Agreement Loan
 Loan Guarantee Loan Insurance Bid/Offer/Application Initial Award
 Post award
 Initial Filing Material Change: Year _____ Qtr _____ Date of last report

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹. Type of Federal Action: _____ 2. Status of Federal Action: _____ 3. Report Type: _____

- | | | |
|--------------------------|--------------------------|---------------------------|
| a. contract | a. bid/offer/application | a. initial filing |
| b. grant | b. initial award | b. material change |
| c. cooperative agreement | c. post-award | For Material Change Only |
| d. loan | | year _____ quarter _____ |
| e. loan guarantee | | date of last report _____ |
| f. loan insurance | | |

4. Name and Address of Reporting Entity: _____ Prime _____ 5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier _____ if known: Address of Prime:

Congressional District, if known: Congressional District, if known:

6. Federal Department/ Agency: 7. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known: 9. Award Amount, if known:

10. a. Name and Address of Lobbying Entity

(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a.)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply):
_____ actual _____ planned _____

12. Form of Payment (check all that apply):

- a. cash
- b. In-kind, specify: nature _____ value _____

- a. retainer
- b. one-time fee
- c. commission
- d. contingent fee
- e. deferred
- f. other, specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.²

Signature Troy R Anderson
 Print Name Troy R Anderson
 Title Chief Financial Officer
 Telephone Number 6234459460 Date 09/08/2023

² Approved by OMB 0348-0046

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE
AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, 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 an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) 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 the 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 agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) 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 agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. 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.

UTI SOUTH FLORIDA, LLC DBA UNIVERSAL TECHNICAL INSTITUTE OF SOUTH FLORIDA, LLC ETP

Grantee/Contractor/Organization Program/Title

Troy R Anderson

Troy R Anderson

09/08/2023

Name of Certifying Official
Print Name and Sign

Date

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

ASSURANCES AND CERTIFICATIONS

By executing the foregoing contract, contractor also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered,

in whole or in part, by forced or indentured child labor in industries and host countries identified by identified by the DOL as of September 30, 2020 at: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>.

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do no come from a Federal source. Additionally, no funds made available through

this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

l. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate

negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office (vwww.fvvs.Rov/officesl).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities: and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of this contract.

2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity

- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term: or
- ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension.

b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminate if Contractor

1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or
2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of

service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09)

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7)

cc. Copeland 'Anti-Kickback' ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

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

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. 1352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 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) 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; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (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 B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted

program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

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

Contractor Sub Recipients

- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource Broward and Contractor.

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of the Department for Economic Opportunity (hereinafter, DEO) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Investment Act (WIA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Contractor, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Contractor is aware that there is a DEO Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.

C. Contractor, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Contractor must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Contractor's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Agreement to CareerSource Broward.

D. Contractor shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Contractor will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Contractor will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form",

which is attached as Exhibit D. These forms shall be submitted to CareerSource Broward. Contractor shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer in need of system access so that CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

F. Contractor agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Contractor, subcontractors and their employees may obtain access to information that is otherwise confidential; however, that access does not alter the confidential nature of the information. It is incumbent upon Contractor, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the DEO Intranet.

V. Indemnity:

Contractor is an independent contractor and shall carry out, exercise and execute its duties under this Agreement as an independent contractor. In discharging said duties and responsibilities, Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. Contractor agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

This Agreement may be terminated upon failure of either party to abide by the terms of the Agreement or for the convenience of the parties, within thirty (30) days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds

shall be solely determined by CareerSource Broward.

VII. Effective Dates of Agreement:

This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Contractor

Name of Contractor:

UTI SOUTH FLORIDA, LLC DBA UNIVERSAL TECHNICAL INSTITUTE OF SOUTH FLORIDA, LLC

Name of President or Officer: Troy R Anderson

(Signature) Troy R Anderson

(Title) President or Officer

(Date) 09/08/2023

ACCEPTED BY CareerSource Broward:

Name of President/CEO: CAROL HYLTON

(Signature) Carol Hylton

(Title) President/CEO

(Date) 09/19/2023

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

Troy R. Anderson

09/08/2023

Signature and Date

Troy R Anderson

Printed Name


Chief Financial Officer

Title

UTI SOUTH FLORIDA, LLC DBA UNIVERSAL TECHNICAL INSTITUTE OF SOUTH FLORIDA, LLC

Organization

SIGNATURE CERTIFICATE



REFERENCE NUMBER
E62B4961-98F0-40DE-B78F-F988F8FD25B9

TRANSACTION DETAILS

Reference Number
E62B4961-98F0-40DE-B78F-F988F8FD25B9

Transaction Type
Signature Request

Sent At
09/08/2023 15:08 EDT

Executed At
09/18/2023 11:01 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
80a9aee80a0ac4f27a24c0126856f2b77a4129b87b3a89da07d50fe0cedfbaca

Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
UTI ETP Agreement No 2023-2026-ETP-11012

Filename
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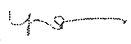
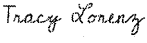
Pages
38 pages

Content Type
application/pdf

File Size
249 KB

Original Checksum
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Yvette Ladzinski</p> <p>Email yladzinski@uti.edu</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 766c53360b9364ff15265cd799be004dfd4cfc800ef6d6887c6f154127610e1d</p> <p>IP Address 70.163.207.242</p> <p>Device Microsoft Edge via Windows</p> <p>Drawn Signature </p> <p>Signature Reference ID F7BDA537</p> <p>Signature Biometric Count 1</p>	<p>Viewed At 09/18/2023 11:00 EDT</p> <p>Identity Authenticated At 09/18/2023 11:01 EDT</p> <p>Signed At 09/18/2023 11:01 EDT</p>
<p>Name Tracy Lorenz</p> <p>Email tlorenz@uti.edu</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 4bfd107cee3c24a6e992d537a2313b9c71d7b1805ec4b285e66e34f811632c5</p> <p>IP Address 76.136.204.87</p> <p>Device Microsoft Edge via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID 3AA1ABFF</p>	<p>Viewed At 09/11/2023 12:38 EDT</p> <p>Identity Authenticated At 09/11/2023 12:39 EDT</p> <p>Signed At 09/11/2023 12:39 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
Name Troy Anderson	Status signed	Viewed At 09/08/2023 16:39 EDT
Email troy.anderson@uti.edu	Multi-factor Digital Fingerprint Checksum 013e7c81f39c75dc85f4b28794f894d27ad523c1f871e0e2ae735990df7634fd	Identity Authenticated At 09/08/2023 16:46 EDT
Signer Sequence 0	IP Address 75.167.119.4	Signed At 09/08/2023 16:46 EDT
Components 29	Device Microsoft Edge via Windows	
	Typed Signature <i>Troy R. Anderson</i>	
	Signature Reference ID 9E25EF45	

AUDITS

TIMESTAMP	AUDIT
09/08/2023 15:08 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'UTI_ETP_Agreement_No_2023-2026-ETP-11012.pdf' on Chrome via Windows from 67.23.70.69.
09/08/2023 15:08 EDT	Troy Anderson (troy.anderson@uti.edu) was emailed a link to sign.
09/08/2023 16:39 EDT	Troy Anderson (troy.anderson@uti.edu) viewed the document on Microsoft Edge via Windows from 75.167.119.4.
09/08/2023 16:46 EDT	Troy Anderson (troy.anderson@uti.edu) authenticated via email on Microsoft Edge via Windows from 75.167.119.4.
09/08/2023 16:46 EDT	Troy Anderson (troy.anderson@uti.edu) signed the document on Microsoft Edge via Windows from 75.167.119.4.
09/08/2023 16:46 EDT	Tracy Lorenz (tlorenz@uti.edu) was emailed a link to sign.
09/11/2023 12:38 EDT	Tracy Lorenz (tlorenz@uti.edu) viewed the document on Microsoft Edge via Windows from 76.136.204.87.
09/11/2023 12:39 EDT	Tracy Lorenz (tlorenz@uti.edu) authenticated via email on Microsoft Edge via Windows from 76.136.204.87.
09/11/2023 12:39 EDT	Tracy Lorenz (tlorenz@uti.edu) signed the document on Microsoft Edge via Windows from 76.136.204.87.
09/11/2023 12:39 EDT	Yvette Ladzinski (yladzinski@uti.edu) was emailed a link to sign.
09/14/2023 09:12 EDT	Yvette Ladzinski (yladzinski@uti.edu) was emailed a reminder.
09/18/2023 09:01 EDT	Yvette Ladzinski (yladzinski@uti.edu) was emailed a reminder.
09/18/2023 11:00 EDT	Yvette Ladzinski (yladzinski@uti.edu) viewed the document on Microsoft Edge via Windows from 70.163.207.242.
09/18/2023 11:00 EDT	Yvette Ladzinski (yladzinski@uti.edu) viewed the document on Microsoft Edge via Windows from 70.163.207.242.
09/18/2023 11:01 EDT	Yvette Ladzinski (yladzinski@uti.edu) authenticated via email on Microsoft Edge via Windows from 70.163.207.242.
09/18/2023 11:01 EDT	Yvette Ladzinski (yladzinski@uti.edu) signed the document on Microsoft Edge via Windows from 70.163.207.242.

SIGNATURE CERTIFICATE



REFERENCE NUMBER
8C9DA96F-C521-401E-AF38-264F5663D69A

TRANSACTION DETAILS

Reference Number
8C9DA96F-C521-401E-AF38-264F5663D69A

Transaction Type
Signature Request

Sent At
09/19/2023 16:40 EDT

Executed At
09/20/2023 09:06 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
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Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
PE-UTI ETP Agreement No 2023-2026-ETP-11012--signed-certificate

Filename
PE-UTI_ETP_Agreement_No_2023-2026-ETP-11012--signed-certificate.pdf

Pages
40 pages

Content Type
application/pdf

File Size
385 KB

Original Checksum
5ed9433dae1f4d180eac8b179e0a2ecfa47c041de292f0f84ad6e8c8dd083138

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Moya Brathwaite</p> <p>Email mbrathwaite@careersourcebroward.com</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum d2d2e4823463137178bdcf1101ca92856dc2b05fc8e470091a2bb22c221fa255</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Moya Brathwaite</i></p> <p>Signature Reference ID 47D75337</p>	<p>Viewed At 09/20/2023 09:06 EDT</p> <p>Identity Authenticated At 09/20/2023 09:06 EDT</p> <p>Signed At 09/20/2023 09:06 EDT</p>
<p>Name Michele Baldis</p> <p>Email mbaldis@careersourcebroward.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum f5072c69d8af940abbb80419d331964bebbc77d795aed009d3463f48ef264f1</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature <i>Michele Baldis</i></p> <p>Signature Reference ID 8B517FAB</p>	<p>Viewed At 09/20/2023 07:57 EDT</p> <p>Identity Authenticated At 09/20/2023 07:57 EDT</p> <p>Signed At 09/20/2023 07:57 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
Name Carol Hylton	Status signed	Viewed At 09/19/2023 17:23 EDT
Email chylton@careersourcebroward.com	Multi-factor Digital Fingerprint Checksum b79714bbcf8e701e361371376b7526faefd333f35c76d7fca2a93880eb2d03a4	Identity Authenticated At 09/19/2023 17:24 EDT
Signer Sequence 0	IP Address 67.23.70.69	Signed At 09/19/2023 17:24 EDT
Components 4	Device Chrome via Windows	
	Typed Signature <i>Carol Hylton</i>	
	Signature Reference ID E79EEDE5	

AUDITS

TIMESTAMP	AUDIT
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09/20/2023 07:57 EDT	Michele Baldis (mbaldis@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.
09/20/2023 07:57 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) was emailed a link to sign.
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