



## ORDER FORM

Customer		Provider
Entity Name:	Broward Workforce Development Board Inc. d/b/a CareerSource Broward	Career Edge, LLC 250 State Street, Unit C-2 North Haven, CT 06473
Street Address:	2890 W. Cypress Creek Road	
City, State Zip	Fort Lauderdale, FL 33309	

Customer's Project Representative(s)		Customer's Billing Contact	
Name	Peter Rivera	Name	Mark Klincemicz
Email	privera@CareerSourceBroward.com	Email	mk@CareerSourceBroward.com
Phone	(954) 646-3387	Phone	(954) 202 3830 Ext 3046

<b>Project/Order Description:</b>	Career EDGE Youth Case Management System		
<b>Length of License Term:</b>	12 months		
<b>License Term:</b>	12/1/2023	<b>TO</b>	11/30/2024
<b>License Fee:</b>	\$92,000		
<b>One-Time Fees:</b>	N/A		

This Order Form incorporates the terms and conditions of the Career Edge License, Terms, and Conditions, AS ATTACHED HERETO AS EXHIBIT A (the "Terms & Conditions") and, together with those terms, forms a binding agreement between Career Edge, LLC and the customer listed above. Capitalized words used but not defined in this Order Form have the meaning given to those words in the Terms & Conditions. All monetary denominations are stated in United States dollars.

### A. DESCRIPTION OF SERVICES

#### i. Licensed Modules:

	Name of Service	Description of Services
<b>A</b>	<b>Career Edge Platform with Content and Tools</b>	Access to the basic Career Edge Platform with the Career EDGE Toolkit; eighteen student success and professional development modules; 11 Industry exploration modules; and an administrative dashboard.
<b>A</b>	<b>Career Cluster Inventory Assessments</b>	A picture-based assessment where a user can choose what they like and dislike, thus leading to a report that shows them the industries that would be right for them.
<b>B</b>	<b>Case Management</b>	A dynamic and user-friendly case management system for workforce development.
<b>A</b>	<b>Participant/Externship Timesheets</b>	Online system for participants or externs to submit timesheets and obtain employer approval.
<b>B</b>	<b>Labor Exchange</b>	Online job board for organizations and their partner employers to post opportunities.
	<b>Virtual Hiring Events</b>	A virtual hiring event platform to connect career seekers to employers with employment opportunities.
	<b>Alumni Portal</b>	A dynamic portal for higher education institutions to post events, alumni spotlights, articles, continuing education, etc.
	<b>Career Services Management</b>	A database for career services teams to track employers and placement documentation.
	<b>Other</b>	Such other services or modules, as described below.

Career EDGE, LLC

250 State Street C-2 North Haven, CT 06473 P: 203-407-8800 F: 203-407-8801 info@careerEDGE.com

- ii. **In-Scope Programs.** The modules/services selected above are licensed for use in connection with the following programs/courses operated by the Customer:

Above modules labeled “A” are licensed for use in:

- Customer’s year-round WIOA Youth program
- Customer’s year-round WIOA Adult program
- Customer’s summer WEX program

Above modules labeled “B” are licensed for use only in connection with Customer’s summer WEX program with 1 program cycle per contract year.

- iii. **Implementation Services.** Implementation assistance with:

- i. Initial configuration of administrative dashboard & reporting

- iv. **Training Services.**

- i. Four virtual training sessions for Customer’s designated attendees and partners. Customer shall be permitted to record the initial training session for use in training its users.
- ii. Additional trainings may be purchased for a fee of \$175.00 per hour.

- v. **Customization Services.**

- i. One virtual meeting to discuss and review Customer’s customization needs; and up to 8 bi-weekly implementation meetings during the design and implementation phase.
- ii. Customization work shall be limited to the following tasks, with a maximum of 300 hours of work in the first year of the term (the “Work”): (1) branding, (2) changes to the text of application questions (no logical/workflow changes), (3) creation of payroll output file in .csv format with a layout matching Customer’s provided payroll specifications; and (4) setting up the Services, as they relate to the customer’s summer WEX program, to identify users by a unique identifier other than email address. This Agreement shall not include any third-party integrations or customization of the Participant/Externship Timesheets module or the Labor Exchange module. Additional customization hours may be purchased at the rate of \$175.00 per hour, subject to mutual agreement on a SOW.

Customer and Provider shall agree upon a written project plan within twenty (20) days after execution of this Order Form, which shall set forth an agreed upon timeline concerning the Work (the “Project Plan”).

Customer will provide Provider, in writing, with all branding images and instructions, as well as any application question text that it desires before customization work begins (the “Customer Design Materials”). The Customer shall provide the Customer Design Materials by such dates agreed upon in the Project

Plan. Any changes to the Customer Design Materials shall be documented and subject to joint approval of the parties.

Once the Work is completed, Career Edge will provide a link to the site (the “UAT Link”) for Customer to review and approve, which review and approval shall be limited to confirming branding, text changes, and payroll output file are consistent with what Customer provided to Provider. Within thirty (30) calendar days following receipt of the UAT Link, Customer will either accept the work as completed, or submit a written statement to Provider specifying in detail how the site does not conform with what Customer provided to Provider before commencement of the work (the “UAT Letter”). Any items/issues not included in the UAT Letter shall be deemed accepted, other than any Bugs (defined below). With respect to any items/issues identified in the UAT Letter and that do not conform with what the Customer provided to Provider before commencement of the work, the Provider shall correct those on such reasonable timelines as agreed between the parties (which work will be done at no additional cost to Customer and shall not be part of the 300-hour limit).

Provider shall not charge Customer for, or count toward the 300-hour limit, any time spent correcting Bugs. The term “Bugs” is defined as defects in the software code that causes a materially incorrect, incomplete or inadequate functioning of the Career Edge Platform, or causes the Career Edge Platform to produce incorrect results. Bugs specifically exclude any customization or changes that were made for the Customer. Where Provider determines a Bug requires correction, it shall do so on a reasonable timeline, taking into account the severity of the Bug and any available work-arounds.

- iii. During each year of any Renewal Terms, Provider shall: (a) perform one archive of all prior year’s users in order to prepare the application for the next program cycle; and (b) make shall make one set of changes to the text of application questions as requested by Customer to prepare the application for the next program cycle. If Customer requires additional changes, including any logical/workflow changes, additional customization hours may be purchased on an hourly basis as stated above, subject to mutual agreement on a SOW.

**B. TERM:** The initial term shall be the period stated on the first page of this Order Form (the “**Initial Term**”), with the commencement date being the first day of such period (the “**Commencement Date**”). This Agreement may be renewed, at Customer’s option, for up to two one-year periods at the same price as that of the Initial Term. To exercise such option, Customer shall give Provider Notice of Customer’s desire to renew at least ninety (90) days prior to the end of each 12 month term. Each option period shall be referred to as a “**Renewal Term.**” The Initial Term, together with each Renewal Term, shall be referred to as the “Term.”

**C. PAYMENT TERMS:** The annual licensing fee during the Initial Term shall be ninety two thousand dollars (\$92,000), which shall be due and payable by Customer as follows:

- i. \$23,000.00 due within thirty days (30) after execution of this Agreement;
- ii. \$23,000.00 due on or before March 1, 2024;
- iii. \$23,000.00 due on or before June 1, 2024; and
- iv. \$23,000.00 due on or before August 1, 2024.

Following the Initial Term Customer shall pay suns due quarterly for each renewal term as follows:

- i. \$23,000.00 due January 2, 2024;
- ii. \$23,000.00 due on or before April 1, 2024;
- iii. \$23,000.00 due on or before July 1, 2024; and
- iv. \$23,000.00 due on or before October 1, 2024.

**D. AUTHORIZED USERS:** The Authorized Users shall be: (i) Customer's employees, consultants, contractors, and agents, and (ii) up to two thousand participants per year who are enrolled with the Customer's in-scope program(s). Additionally, with respect to the Case Management module only, Authorized Users shall include up to three thousand applicants for Customer's summer WEX program that are not ultimately enrolled in a program operated by Customer. Each unique email address or other unique identifier shall count as one participant or applicant.

Career Edge, LLC

By: David Shufrin

Name: David Shufrin

Title: General Counsel

Date: 12/15/2023

CareerSource Broward

By: Carol Hylton

Name: Carol Hylton

Title: President/CEO

Date: 12/15/2023

## EXHIBIT A

### LICENSE, TERMS, AND CONDITIONS

1. **APPLICABILITY.** These terms and conditions for services (these "**Terms**") govern the provision of services by Career Edge, LLC ("**Provider**") to the customer(s) listed in an Order Form (the "**Customer**").

2. **DEFINITIONS.**

(a) "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) "**Authorized User**" means the person(s) identified in the Order Form as the authorized user(s).

(c) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services, including data migrated into the Services from Customer's existing or prior provider(s).

(d) "**Career Edge Platform**" means access to the Career Edge software-as-a-service modules to be licensed by the Customer pursuant to any SOW issued hereunder.

(e) "**Order Form**" means the Career Edge Order Form any Career Edge Renewal Form(s) executed by Provider and Customer, which forms reference these Terms.

(f) Commercially reasonable shall mean that provider shall in good faith perform in accordance with:

1. The provider's particular capabilities;
2. At a minimum what a reasonable business would have done under similar circumstances; and
3. Applicable industry standards.

(a) "**Provider IP**" means: (a) the Services, including all content provided by Provider in Career Edge modules, but excluding the Customer Data; (b) the Documentation; and (c) any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

(b) "**Documentation**" means Provider's user instructions, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Services.

(c) "**Licensed Services**" means: (a) access to the Career Edge Platform, as the same may be configured pursuant to any SOW executed between the Parties and/or as stated in the Order Form.

(d) "**Services**" means: (a) the Licensed Services; and (b) any professional services design, configuration, or other professional

services agreed to between the Parties in any SOW.

(e) “**SOW**” has the meaning set forth in Section 4 (Services) of these Terms.

(f) “**Third-Party Products**” means any third-party products provided with or incorporated into the Services.

### 3. LICENSE, ACCESS, AND USE.

(a) Provision of Access. Subject to and conditioned on Customer's compliance with these Terms, Provider hereby grants Customer a non-exclusive, non-transferable right to access and use the Licensed Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's own use, which includes use in programs offered, run, or administered by Customer, or its subrecipients on behalf of customer, and those employees, partners, students, participants, employers (where applicable), and other similar persons associated with such programs. Prior to permitting any of its Subrecipients to utilize the Services, Customer shall require such Subrecipients to agree to be bound by the same terms and conditions set forth herein for the benefit of the Provider and the Customer.

(b) Use Restrictions. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation, except that Customer may, at its option, charge Authorized Users a fee for access to the Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in

whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right, other right of any person, or any applicable law.

(c) Documentation License. Subject to the terms and conditions contained in these Terms, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term in connection with Customer's use of the Services.

(d) End User License Agreement. Provider may require Authorized Users to agree to an on-screen end user license agreement before using the Services.

(e) Communication Features. Depending on the Services purchased, the Services may include outbound email and outbound SMS messaging functionality. Customer acknowledges that email and SMS messaging are inherently unsecure methods of communication and agrees to use its discretion when including confidential or personally identifiable information in any such messaging. Provider shall have no liability for any information included in Customer's email or SMS messaging. Individual recipients of SMS messages may incur additional messaging or data fees from such individual recipient's wireless carrier, for which Provider shall have no liability. Provider may, at its discretion, place limits on the number of emails or text messages that may be sent at any one time or during any given period (the “**Messaging Limits**”). If the Customer's use of email or SMS messaging functionality exceed the Messaging Limits, Provider reserves the right to: (a) disable the feature(s) at issue; or (b) following written notice to Customer, impose additional charges for use above the Messaging Limits.

(f) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP. Furthermore, we reserve the right to make changes to this Agreement or to the terms and conditions for use of the Services from time to time, upon the delivery of a written Notice to Customer at least 30 days in advance of the effective modification (the "Modification Notice"). Such changes shall be effective as follows:

(i) With respect to any changes that materially alter this Agreement or the terms and conditions for use of the Services, then such changes shall not be effective until agreed upon by Customer in writing.

(ii) To the extent such changes do not materially alter this Agreement or to the terms and conditions for use of the Services, then Customer shall have thirty (30) days after receipt of such Modification Notice to give Provider Notice of its objection to such Modification Notice. Unless a timely Notice of objection is given, then, on the thirty-first day following the date the Modification Notice is given, Customer shall be deemed to have accepted any modifications stated in such Modification Notice that do not materially alter the terms and conditions for use of the Services.

(iii) For purposes of this subparagraph, determining whether a change "materially alters" this Agreement or the terms and conditions shall be determined using the same standard applied to determine whether additional terms in an acceptance materially alter an offer under Fla. Stat. § 672.207, provided that, notwithstanding such

standard, the following changes will always be deemed to be materially alter this Agreement or the terms and conditions: (1) any change to the amount of the Fees or the dates upon which such fees are due; and (2) any change that, by its becoming effective, would render the Customer not in compliance with any provision of 2 C.F.R. 200. et al including the USDOL supplement at 2 CFR 200.2900.

(g) Suspension. Notwithstanding anything to the contrary herein, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Customer fails to pay any amounts due hereunder; (ii) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (iii) Provider reasonably determines that (A) there is a threat or attack on any of the Provider's IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider or to any customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; or (D) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (iv) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services. (any suspension described in the forgoing subclauses (iii) & (iv) shall be referred to as a "**Service Suspension**"). Provider shall provide written notice of any Service Suspension to Customer in accordance with the notice provisions herein contained and provide daily updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the

Services as soon as possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension or other suspension of services authorized by this subsection. Any notice of Service Suspension shall be sent to the Customer at the following email address as soon as possible after the need for a Service Suspension is identified:

1. itdept@careersourcebroward.com
2. PRivera@careersourcebroward.com. and
3. chylton@careersourcebroward.com. and
4. mbrathwaite@careersourcebrowrd.com

In the event that Customer notifies Provider that a Service Suspension (other than a Service Suspension identified in subparagraph (i) of this subsection) interferes with a payroll run by Customer, the Provider shall use its best efforts to mitigate the effect of such Service Suspension by providing such reports or other information as may be available from the Customer's use of the Services.

In the event the Services are suspended for reasons not due to any fault of Customer and, as a direct result of such suspension, the Customer is unable to process one or more payrolls for its Summer WEX program, then the expiration of the current term of this agreement shall be extended by a period of three months at no cost to Customer.

#### **4. SERVICES.**

(a) Generally. Unless otherwise stated expressly the Order Form or in any SOW, the deployment of the software included in the Services is in standard format and the Services do not include any professional services or custom development services. Where the Order Form provides a certain number of hours for customization, development, implementation, course design, or any other hours of work, such

hours are stated in manhours and all time worked will be rounded up to the nearest hour. If Provider is requested to provide custom modification, consulting, system integration or other services beyond those stated specifically in the Order Form, then the terms for such services shall be set forth in a separate Statement of Work signed by both the Customer and the Provider (each, a "SOW"). Each SOW will describe the fees, costs and expenses payable by the Customer to the Provider for the work covered therein. All SOWs are subject to and incorporate this Agreement, including its Exhibits. If there is a conflict between the terms of an SOW and the terms of this Agreement, then the terms of this Agreement shall take precedence unless the SOW expressly provides otherwise.

(b) Implementation. Any implementation and training services must be expressly set forth in an Order Form or SOW to be included. Such implementation and training services will be performed in accordance with Provider's customary practices for the level of services purchased. Implementation and training will be performed remotely unless otherwise specified in a SOW or Order Form. Provider is not responsible, and will not be liable, for Customer's design or configuration decisions, for any custom or proprietary content provided by Customer, or for any delays in implementation caused by Customer, including but not limited to, change requests, Customer delays in providing requested information, Customer delays in providing clean and validated data, if needed, or Customer delays in making necessary business decisions with respect to the design and/or configuration of the Services. Unless otherwise set forth in an Order Form, SOW, or document incorporated therein, access to the Services will be made available within a reasonable time after the Effective Date, which time period shall take into account any design,



customization, or implementation work that may be required.

(c) Updates. From time to time, Provider may provide upgrades, patches, enhancements, or fixes for the Services generally without additional charge (“Updates”), and such Updates will become part of the Services and subject to these Terms; provided that Provider shall have no obligation under these Terms or otherwise to provide any such Updates.

(i) Customer Resources and Cooperation. Customer shall timely provide such cooperation and assistance as Provider reasonably requests to enable Provider to perform the Services in accordance with these Terms and the any SOW issued hereunder. Without limitation of the foregoing, Customer shall timely: (i) perform all obligations identified as Customer responsibilities in any SOW; (ii) provide reasonably requested information related to the Provider’s performance of any of its responsibilities set forth in any SOW, and (iii) to the extent the Order Form or SOW provide for meetings, participate through suitably qualified and authorized personnel in all meetings scheduled by Provider in the performance of the Services and the Provider’s responsibilities.

(d) Effect of Customer Failure or Delay. Provider shall not be responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under these Terms, the Order Form, or any SOW. In the event of any such delay or failure, Provider may, by written notice to Customer, extend all such performance dates as may be reasonably necessary and, where applicable, amend any SOW or project plan to reflect such extensions. The foregoing is in addition to, and not in lieu of, all other remedies Provider may have for any such failure or delay by Customer.

(e) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in these Terms. Except for the limited rights and licenses expressly granted under these Terms, nothing in these Terms grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(f) Suspension of Services. Notwithstanding anything to the contrary herein, Provider may temporarily suspend Customer’s and/or any Authorized User’s access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider’s systems or services that emanates from an Authorized User; (B) Customer’s or any Authorized User’s use of the Services disrupts or poses a security risk to the Provider’s systems or services; (C) Customer, or any Authorized User, is using the Services for a fraudulent or illegal activity; (D) Provider’s provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (E) Provider’s systems or services have otherwise been subjected to an attack that requires or causes a temporary suspension of services; or (ii) Customer materially breaches any of its obligations to Provider and, where applicable, such breach remains uncured beyond any applicable cure period (together with any suspension described in subclause (iii), (iv), or (v), a “Service Suspension”). Provider shall provide written notice in accordance with the Notice Section herein contained of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. With respect to a Service Suspension described in subsection (i) of this section, Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as possible after the event

giving rise to the Service Suspension is cured. Provider shall only be liable for any damage, liabilities, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension or other lapse of services to the extent that such damage, liabilities, losses, or any other consequences are covered by, and do not exceed the available limits of coverage under, any insurance policy maintained by Provider, including Provider's cyber liability insurance.

(g) Aggregated Statistics.

Notwithstanding anything to the contrary herein, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics for the Provider's internal use only. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services, provided that Provider may only use such Aggregated Statistics internally.

(h) Third-Party Products. Provider may from time to time make Third-Party Products available to Customer. Where such Third-Party Products are made available to Customer, they may be subject to their own terms and conditions for use. Furthermore, the Services provided hereunder may utilize, include, and/or incorporate intellectual property owned by and/or licensed from third-parties (the "**Third Party Content**"). Provider may, at any time, modify or remove such Third Party Content from the services provided hereunder, provided that, if such Third Party Content is part of the Services purchased by Customer, then Provider shall use reasonable efforts to replace such Third Party Content with an alternative product/service with similar functionality.

## 5. FEES AND PAYMENT.

(a) Fees. Customer shall pay Provider the fees ("**Fees**") as set forth in the Order Form without offset or deduction. Customer shall make all payments hereunder in US dollars via ACH on or before the due date set forth in Order Form. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) if such failure continues for fifteen (15) days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full. Unless otherwise stated in the Order Form, the fees during each Renewal Term shall be equal to the fees for the immediately preceding term.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income. Customer represents that it is exempt from sales tax and will submit to Provider proof of such exception.

6. CONFIDENTIALITY. From time to time during the Term, either Party may disclose or make available to the other Party information about its affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b)

known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party.

Except to the extent required by law or court order, including, but not limited to, the Freedom of Information Act (FOIA), 5 U.S.C. § 552 and similar public record or freedom of information requirements of state law, each receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees, contractors, or other agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Where a receiving Party is required by law or court order to disclose the disclosing Party's Confidential Information, the receiving Party shall use reasonable efforts to provide the disclosing Party an opportunity to: (a) review any such Confidential Information that the receiving Party believes it is required to disclose and redact Confidential Information that may be exempt from disclosure under applicable law; and/or (b) obtain a protective order from a court of competent jurisdiction.

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-202-3830, [publicrecords@careersoubroward.com](mailto:publicrecords@careersoubroward.com), and 2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309).**

## **7. INTELLECTUAL PROPERTY (IP) OWNERSHIP; FEEDBACK.**

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data SOLELY as may be necessary for Provider to provide the Services to Customer.

**8. WARRANTY DISCLAIMER.**  
THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE

OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

**9. LIMITATIONS OF LIABILITY.**

IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THE ORDER FORM, THESE TERMS, OR ANY SOW UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

**10. INDEMNIFICATION.**

(a) Provider Indemnification. Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property

rights, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. Notwithstanding the foregoing, the Provider shall have no obligation to indemnify, defend, or hold harmless customer if the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; (C) data, in any form, uploaded or included in the Services at the specific request of the Customer ("**Customer Uploads**"); (d) Customer Data; or (e) Third-Party Products.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data or the Customer Uploads in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services

not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

## 11. TERMINATION.

(a) Term. The initial term of this Agreement begins on the date set forth in the Order Form and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until the Initial Termination Date set forth in the Order Form (the "**Initial Term**").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than fifteen (15) days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations set forth in these Terms, the Order Form, or any SOW.

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches any provision of these Terms, the Order Form, or any SOW, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 60 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the

other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(iv) Either party may terminate this Agreement without cause upon and at any time upon giving 90 days' prior Notice to the other party (each, a "Termination for Convenience"). Such termination will be effective on the date stated in the notice, so long as such date is at least 90 days after the giving of Notice. Upon a Termination for Convenience, Customer shall be responsible only for those Fees that became due prior to the Effective Date.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Services and Provider IP and, without limiting Customer's obligations under Section 6 (Confidentiality) of these Terms, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination. No termination will entitle Customer to any refund of amounts paid to Provider.

(d) Either party may terminate this Agreement for convenience upon 90 days

written notice to the other. In the event of a termination for convenience Customer shall be obligated for payments due through the quarter of termination after which neither party shall be obligated for payments or service to the other.

(e) Survival. This Section 10(d), Sections 5 to 10, and Section 12 shall survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

## 12. MISCELLANEOUS.

(a) Entire Agreement. The Order Form, together with the exhibit(s) thereto, these Terms, any SOWs executed by the Parties, and any other documents expressly incorporated by reference in any of the aforesaid documents, constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between these Terms, the Order Form, any exhibits to the Order Form, any SOW, and any other documents incorporated herein by reference, the following order of precedence shall govern (unless a different order of precedence is expressly set forth in the Order Form): (i) first, these Terms, (ii) the Order Form, excluding its exhibits; (iii) third, any SOWs, with precedence between each SOW in reverse chronological order based on execution date, (iv) any Exhibits to the Order Form, and (v) any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the Order Form (or to such other address that may be designated by the Party giving Notice from time to time in

accordance with this Section) by Provider and to Customer by sending the notice to the Attention of the President/CEO, CareerSource Broward 2890 W. cypress Creek Rd., Fy. Lauderdale, FL 33309 and simultaneously to the following email addresses:

chylton@careersourcebroward.com  
itdept@careersourcebroward.com

.All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission and receipt), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices shall be deemed given upon delivery if hand delivered, upon receipt if sent by email, or three (3) days after being placed in the mail or with a nationally recognized overnight courier. Except as otherwise provided in these Terms, a Notice is effective only if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, pandemic, epidemic, communicable disease, utility shutdown, internet outage, supply shortage, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) Amendment and Modification; Waiver. No amendment to or modification of these Terms, the Order Form, or any SOW is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions

hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of these Terms, the Order Form, or any SOW is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of these Terms, the Order Form, or any SOW or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify the applicable provision(s) so as to effect their original intent as closely as possible.

(f) Governing Law; Submission to Jurisdiction. These Terms, the Order Form, and any SOW is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. Any legal suit, action, or proceeding arising out of or related to these Terms, the Order Form, and any SOW, or the licenses granted hereunder, will be instituted exclusively in the federal courts of the United States, or the courts of the State of Florida, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether

voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the Customer or its permitted successors and assigns of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 2(b) (Use Restrictions) or Section 6 (Confidentiality) would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(i) Construction. The headings and captions of these Terms are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. If an ambiguity or question of intent or interpretation arises, these Terms will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party because of authorship of any provision of this Agreement. Except as expressly set forth in these Terms, the Order Form, or any SOW, neither the Parties nor their affiliates, advisors and/or their attorneys have made any representation or warranty, express or implied, at law or in equity, with respect of the subject matter contained in these Terms, the Order Form, or any SOW.

(j) Counterparts. The Order Form and any SOW may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.



## EXHIBIT A

### COMPLIANCE WITH FEDERAL GRANT REQUIREMENTS

1. Contractor assures, warrants, covenants, and agrees that in the performance of its duties and obligations pursuant to this Contract, Contractor is and will be in full and complete compliance with all applicable regulations promulgated by the oversight authority for the grants and fund sources administered by CSBD and all other applicable laws, government regulations and guides governing said performance.
2. Contractor warrants that neither their firm nor any partner or principal has employed any person or solicited or secured this Contract through any Contract for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give CSBD the right to terminate this Contract.
3. The Contractor certifies that no person who presently exercises any functions or responsibilities in connection with CSBD has any personal or financial interest, direct or indirect in this Contract, and that no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or its employees must be disclosed to CSBD. This paragraph shall not be construed so as to unreasonably impede the statutory requirement that maximum opportunity be provide for employment and/or participation by residents of the area.
4. Contractor shall provide, pay for, and maintain in force, at all times during the services to be performed, such insurance, including Workers' Compensation insurance, Professional Liability Insurance, Comprehensive Liability and Business Auto Liability Insurance as appropriate to its business. Contractor shall add CSBD as an additional insured to their policies upon CSBD request.
5. To the extent this contract is funded with federal funds in excess of one hundred thousand dollars (\$100,000.00) Contractor 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]
6. Contractor certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.
7. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with: 45 CFR Part 74 and/or 45 CFR Part 92 and/or 220 CFR Part 600 et. seq., and all other applicable federal regulations as applicable

8. Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
9. Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
10. Contractor shall comply with Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in educational programs.
11. Contractor shall comply with the Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
12. Contractor shall comply with Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.
13. Contractor shall comply with 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 – financially assisted program or activity.
14. Contractor shall comply with The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
15. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7).
16. Contractor shall comply with 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.
17. Equal Employment Opportunity. Contractor agrees that it shall comply with Exec. Order No. 11246, Equal Employment Opportunity, as amended by Exec. Order No. 11375, and as supplemented in Department of Labor regulation 41 C.F. R., pt. 60, if applicable.
18. Non-Discrimination and Harassment-Free Workplace. Contractor shall not discriminate against any employee employed in the performance of a Contract, or against any applicant for employment because of race, creed, color, handicap, national origin, marital status, or sex. The Contract shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by

management. The Contractor agrees to insert a similar provision in all subcontracts that will meet the requirements as set forth in Public Law 105-220, section 188.

19. Unauthorized Aliens. 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. Contractor shall obtain affidavits from its subcontractors swearing and affirming that they do not employ, contract with, or subcontract with an unauthorized alien, Contractor shall maintain a copy of subcontractor affidavits.
20. Debarment and Suspension. Contractor certifies that they are not presently nor within the three (3) year period preceding the effective date of this Contract, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 CFR 98.
21. Pro-Children Act. Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S. C. 6083.
22. Domestic Preferences for Procurements. As applicable Contractor shall comply with 2 CFR§ 200.322 Domestic preferences for procurement.
23. Procurement of Recovered Materials. As applicable Contractor shall comply with 2 CFR§ 200.323 Procurement of recovered materials.
24. Contractor attests that he has not employed any person to solicit or secure this Contract through any Contract for a commission, percentage, brokerage, or contingent fee. Contractor agrees and understands that no officer, employee, or agent of the Contractor 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 or its governing boards. Breach of this clause may result in termination of this Contract, or, at CSBD's discretion to deduct from the Contractor's fee the amount of such commission, percentage, brokerage, or contingent fee.
25. When applicable, the Contractor shall disclose all related party transactions.
26. Contractor shall comply with the immigration and naturalization service regulations for employers and employees Public Law 107 -124 and 107-125. Statutes and regulations applicable to this Agreement. Exhibit I is a public law and is not attached to this Agreement.
27. The Contractor shall familiarize himself with and comply with the provisions of any and all federal, state and county orders, statutes, ordinances, charter, bond

covenants, administrative code, rules and regulations which may pertain to the work required under this Contract, including specifically those which pertain to “Conflicts of Interest” and “Employment Discrimination”. In addition, the Contractor is required to execute a Truth-in-Negotiation Certificate stating that the rates of compensation and other factual unit costs supporting this compensation are accurate, complete, and current at the time of contracting.

28. Contractor agrees that none of its officers or employees shall during the term of this Contract serve as an expert witness against CSBD, the CareerSource Broward Council of Elected Officials, or the BWDB, Inc. 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 CareerSource Broward Council of Elected Officials or the BWDB 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.

29. In the event Contractor is given written authorization from CSBD to utilize subcontractors to perform any services required by this Contract Contractor agrees to prohibit such subcontractors by written contract, from having any conflicts as within the meaning of this section.

### 30. E-VERIFY

a. Contractor agrees to comply with Florida Statutes 448.095 and shall:

1. Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors
2. Not employ, contract with, or subcontract with an unauthorized alien

b. 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

31. Contractor shall comply with the Prohibition On Certain Telecommuting And Video Surveillance Services Or Equipment 2 CFR 200.216.

32. Contractor shall comply with the Statutory And National Policy Requirements 2 CFR 200.300;

33. Contractor is aware of FFATA requirements, 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.

34. Public Entities Crime

Contractor represents that the execution of this Contract will not violate the Public Entity Crimes Act (§ 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 the CSBD, and may not transact any business with the CSBD in excess of the threshold amount provided in § 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 hereto, and may result in debarment from the CSBD's competitive procurement activities.

In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that he or she committed an act defined by § 287.133, Florida Statutes, as a "public entity crime" and that he or she 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.

35. Contractor shall comply with Section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, the Contractor shall refer the discovery or invention to the CSBD who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Contract are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable materials are produced the Contractor shall notify the CSBD. Any and all copyrights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida.

 12/15/2023  
\_\_\_\_\_  
Signature and Date  
David Shufrin  
\_\_\_\_\_  
Printed Name  
General Counsel  
\_\_\_\_\_  
Title

## EXHIBIT B

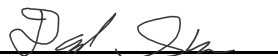
### Individual Non-Disclosure and Confidentiality Certification Form

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 DEO, 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: 12/15/2023

Print Employee Name: David Shufrin

Address: 250 State Street, Unit C2  
North Haven, CT 06473

Work Telephone: 2034078800

E-Mail: Davidshufrin@careerteam.com

**SIGNATURE CERTIFICATE**



**REFERENCE NUMBER**

1C088185-4D96-40E4-8B03-B9A831153A91

**TRANSACTION DETAILS**

**Reference Number**  
1C088185-4D96-40E4-8B03-B9A831153A91

**Transaction Type**  
Signature Request

**Sent At**  
12/14/2023 16:34 EST

**Executed At**  
12/15/2023 10:42 EST

**Identity Method**  
email

**Distribution Method**  
email

**Signed Checksum**  
2e05b0550fb343c3407acd0622592d49a22de3cbceea2c50d9a6cae8f1dcd7a6

**Signer Sequencing**  
Disabled

**Document Passcode**  
Disabled

**DOCUMENT DETAILS**

**Document Name**  
Career Edge - Broward 12-6-2023 Clean with Exhibits

**Filename**  
Career\_Edge\_-\_Broward\_12-6-2023\_Clean\_with\_Exhibits.pdf


**Pages**  
23 pages

**Content Type**  
application/pdf

**File Size**  
164 KB

**Original Checksum**  
7c46150ed556096ef01d8497b8d160817fee93048485d8271014bdab9cecbff3

**SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b> David C. Shufrin, Esq</p> <p><b>Email</b> davidshufrin@careerteam.com</p> <p><b>Components</b> 13</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 6577064553477fa8f9b03ffb6ea860b0b6dca6ca9819cad701bfd3300ac43837</p> <p><b>IP Address</b> 32.220.59.10</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Drawn Signature</b> </p> <p><b>Signature Reference ID</b> 443C284E</p> <p><b>Signature Biometric Count</b> 4</p>	<p><b>Viewed At</b> 12/15/2023 10:40 EST</p> <p><b>Identity Authenticated At</b> 12/15/2023 10:42 EST</p> <p><b>Signed At</b> 12/15/2023 10:42 EST</p>

**AUDITS**

TIMESTAMP	AUDIT
12/14/2023 16:34 EST	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'Career_Edge_-_Broward_12-6-2023_Clean_with_Exhibits.pdf' on Chrome via Windows from 67.23.70.69.
12/14/2023 16:34 EST	David C. Shufrin, Esq (davidshufrin@careerteam.com) was emailed a link to sign.
12/15/2023 10:40 EST	David C. Shufrin, Esq (davidshufrin@careerteam.com) viewed the document on Chrome via Windows from 32.220.59.10.
12/15/2023 10:42 EST	David C. Shufrin, Esq (davidshufrin@careerteam.com) authenticated via email on Chrome via Windows from 32.220.59.10.
12/15/2023 10:42 EST	David C. Shufrin, Esq (davidshufrin@careerteam.com) signed the document on Chrome via Windows from 32.220.59.10.



**SIGNATURE CERTIFICATE**



**REFERENCE NUMBER**

4F33EA50-D95F-4CC0-86DA-D432FFFA1B7D

**TRANSACTION DETAILS**

**Reference Number**

4F33EA50-D95F-4CC0-86DA-D432FFFA1B7D

**Transaction Type**

Signature Request

**Sent At**

12/15/2023 12:32 EST

**Executed At**

12/15/2023 15:43 EST

**Identity Method**

email

**Distribution Method**

email

**Signed Checksum**

05091508142fd593de06bd101aa22be9e91091ab4cf5ac01c2941fa2b39127ea

**Signer Sequencing**

Disabled

**Document Passcode**

Disabled

**DOCUMENT DETAILS**

**Document Name**

PE-Career Edge - Broward 12-6-2023 Clean with Exhibits-signed-certificate

**Filename**

PE-Career\_Edge\_-\_Broward\_12-6-2023\_Clean\_with\_Exhibits-signed-certificate.pdf

**Pages**

24 pages

**Content Type**

application/pdf

**File Size**

253 KB

**Original Checksum**

4670ddf2424ba923549cd3d401815d7867e705057167529b2504508b7fde656d

**SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b> Carol Hylton</p> <p><b>Email</b> chylton@careersourcebroward.com</p> <p><b>Components</b> 2</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 11ce9e56a8e1343e7f942f8f0d9de245343b8688b583326ed09c7e8df91e5679</p> <p><b>IP Address</b> 174.211.230.47</p> <p><b>Device</b> Mobile Safari via iOS</p> <p><b>Typed Signature</b> </p> <p><b>Signature Reference ID</b> CD8657B8</p>	<p><b>Viewed At</b> 12/15/2023 15:43 EST</p> <p><b>Identity Authenticated At</b> 12/15/2023 15:43 EST</p> <p><b>Signed At</b> 12/15/2023 15:43 EST</p>

**AUDITS**

TIMESTAMP	AUDIT
12/15/2023 12:32 EST	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'PE-Career_Edge_-_Broward_12-6-2023_Clean_with_Exhibits-signed-certificate.pdf' on Chrome via Windows from 67.23.70.69.
12/15/2023 12:32 EST	Carol Hylton (chylton@careersourcebroward.com) was emailed a link to sign.
12/15/2023 12:43 EST	Carol Hylton (chylton@careersourcebroward.com) viewed the document on Mobile Safari via iOS from 174.211.230.47.
12/15/2023 15:43 EST	Carol Hylton (chylton@careersourcebroward.com) viewed the document on Mobile Safari via iOS from 174.211.230.47.
12/15/2023 15:43 EST	Carol Hylton (chylton@careersourcebroward.com) authenticated via email on Mobile Safari via iOS from 174.211.230.47.
12/15/2023 15:43 EST	Carol Hylton (chylton@careersourcebroward.com) signed the document on Mobile Safari via iOS from 174.211.230.47.