

AMENDMENT NO. 1  
 TO  
 VENDOR CONTRACT NO. 2022 – 2023 Vendor 11172  
 BETWEEN  
 CAREERSOUCÉ BROWARD  
 AND  
**CHERRY BEKAERT LLP**  
 FOR  
 FISCAL MONITORING SERVICES

This is not a Contract for Research and Development

UEI #	WJPNLPA4SEW8			
FEDERAL AWARDDING AGENCY	U.S. DOL			
TOTAL FEDERAL AWARD	\$15,563,554			
FEDERAL AWARD IDENTIFICATION # (FAIN)	ALN (CFDA) #	FDA/CSFA Title	FEDERAL AWARD DATE	TOTAL FEDERAL AWARD
HL9AA84QLED4	10.561	SNAP	1/24/23	\$342,700
G-2301FLTANF	93.558	TANF	12/22/22	\$2,934,158
AA-38523-22-55-A-12	17.258	WIOA Adult	7/6/222	\$3,333,563
AA-38523-22-55-A-12	17.278	WIOA DW	7/26/22	\$4,160,696
AA-38523-22-55-A-12	17.259	WIOA Youth	6/24/22	\$2,914,085
ES-38724-22-55-A-12	17.207	WP	8/4/2022	\$966,776
DV-37868-22-55-5-12	17.804	LVER/DVOP	12/5/22,2/3/23	\$68,047, \$135,091
UI-37975-20-60-A-12	17.225	RESEA	11/4/22	\$708,438
PASS THROUGH ENTITY	FL. Department of Commerce			
CONTRACTING OFFICER	Carol Hylton, President/CEO			
CONTACT INFORMATION	CareerSource Broward 2890 W. Cypress Creek Road Ft. Lauderdale, FL 33309			

This Workforce Innovation and Opportunity Act Contract is fully supported by the Employment and Training Administration of the U.S. Department of Labor and Personal Responsibility and Work Opportunity Reconciliation Act is fully supported by the Department of Health and Human Services which together total \$15,563,554 with funds from the federal funding streams listed above. The total funds for this contract are \$73,500. Pursuant to the Steven's Amendment 100% of the funds support this contract are federal funds.

AMENDMENT # 1 TO CONTRACT NO. 2022 – 2023 Vendor - 11172

BETWEEN

CAREERSOURCE BROWARD

AND

CHERRY BEKAERT LLP

THIS IS AMENDMENT NO. 1 TO CONTRACT, 2022 – 2023 Vendor – 11172 entered into on 22<sup>nd</sup> day of September, 2022 by and between CareerSource Broward (hereinafter CSBD), the administrative entity for the CareerSource Council of Elected Officials (hereinafter the Council) which is a consortium of the Cities of Fort Lauderdale and Hollywood and Broward County, existing under and by virtue of the laws of the State of Florida as an Inter-local Governmental Agency, and the administrative entity for the Broward Workforce Development Board, Inc., (hereinafter BWDB) a not-for-profit corporation, having its principle office 2890 W. Cypress Creek Road, Fort Lauderdale, Florida, 33309 and CHERRY BEKAERT LLP (hereinafter Contractor) existing under and by virtue of the laws of the State of Florida as a Professional Association, having its principal office at 800 N. Magnolia Avenue, Ste. 1300, Orlando, FL 32803.

WHEREAS, CSBD has entered into a Contract with the Governor of the State of Florida for grants to implement workforce development programs and serve as the grant recipient and administrative entity; and

WHEREAS, CSBD issued a Request for Quotes for Monitoring Services in 2022; and

WHEREAS, Contractor submitted a response to the Request for Quotes and was selected by CareerSource Broward to conduct fiscal monitoring of CSBD and its service providers and contractors; and

WHEREAS, the elected officials comprising the CSBD Council, and the BWDB, wish to engage Contractor to provide for fiscal monitoring of its funds and those funds awarded to its service providers and contractors; and

WHEREAS, CSBD entered into a contract to retain Contractor for a one-year term which was subject to renewal for four additional one-year terms to provide fiscal monitoring services, as outlined in this Agreement; and

WHEREAS, the CSBD governing boards have approved the renewal of the Contract for the period October 1, 2023 to September 30, 2024 leaving three (3) additional possible renewal periods in accordance with the original contract and

Contractor has agreed to provide CSBD with said fiscal monitoring services, as more fully set forth below;

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 to amend Contractor's Monitoring Agreement as follows:

1. The following Articles, paragraphs and sections shall replace Paragraphs A – P in Contract 2022 – 2023 Vendor – 11172.

## ARTICLE 1

### PURPOSE

#### 1.1 The purpose of this contract is:

- 1.1.1 To assure compliance with 20 CFR §683.410, 2 CFR 200.327, 200.328, 200.330, 200.331, and 2 CFR part 2900, which requires each sub-recipient of funds under Title I of WIOA and under the Wagner-Peyser Act to conduct regular oversight and monitoring of its WIOA and Wagner-Peyser Act program(s) and those of its sub-recipients and contractors in order to determine compliance with the provisions of WIOA and the WIOA regulations and other applicable laws and regulations.
- 1.1.2 To assure fiscal compliance with the requirements of the one-stop partner funding streams and discretionary grant funding streams awarded by Florida Commerce and the US Department of Labor.
- 1.1.3 To assure fiscal compliance with the requirements of the Temporary Assistance to Needy Families block grant as implemented in Florida in accordance with the Welfare Transition Program guidelines.

## ARTICLE 2

### DEFINITIONS

#### 2.1 ALN FORMERLY CFDA NUMBER

Assistance Listing Number. The number assigned to a Federal program in the Catalog of Federal Domestic Assistance (CFDA). The CSBD ALN/CFDA numbers are contained in the CSBD ledgers.

## 2.2 MONITORING REPORT

The report prepared by Contractor which identifies CSBD and CSBD sub-recipients and contractors' compliance with grant fiscal requirements as described in the Office of Management and Budget's Uniform Guidance as applicable, State guidelines, federal grant requirements, statutes, regulations State and federal policy guidance.

## 2.3 CONTRACTOR

Cherry Bekaert LLP

## 2.4 CAREERSOURCE BROWARD

The Administrative Entity, Grant Recipient and Fiscal Agent for the CareerSource Broward Council of Elected Officials and the Broward Workforce Development Board, Inc., also referred to as CSBD.

## 2.5 FEDERAL AWARD

Means federal financial assistance and federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts under grants or contracts, used to buy goods or services from vendors. Any audits of such vendors shall be covered by the terms and conditions of those contracts. Contracts to operate Federal Government owned, contractor operated facilities (GOCOs) are excluded from the requirements of this part.

## 2.6 FISCAL YEAR

The CSBD fiscal year is October 1 – September 30.

## 2.7 FLORIDA COMMERCE

Formerly the State of Florida Department of Economic Opportunity

## 2.8 PROGRAM YEAR

This is the twelve (12) month period encompassing the award of CSBD's workforce formula grants and begins July 1 and ends June 30.

## 2.9 SUB-RECIPIENT

A non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A sub-recipient may also be a recipient of other

federal awards directly from a federal awarding agency. CSBD is a sub-recipient and it enters into agreements with other sub-recipients for the delivery of services under its grants.

## 2.10 UEI

Unique Entity ID

## ARTICLE 3

### TERM

3.1 This Amendment shall commence on the date that it is fully executed by both parties. The term to be encompassed by this Amendment shall begin on October 1, 2023 and shall end on September 30, 2024. The original Contract as amended may be renewed by the CSBD governing boards for three (3) additional one (1) year periods covering CSBD expenditures for program years:

July 1, 2024 – June 30, 2025

July 1, 2025 – June 30, 2026

July 1, 2026 – June 30, 2027

## ARTICLE 4

### SCOPE OF SERVICES

#### 4.1 SCOPE OF SERVICES

4.1.1 In reviewing CSBD records, and files, contractor shall assure that their review encompasses appropriate testing of the following funding streams:

- a. Workforce Innovation and Opportunity Act, Title I, Youth, Dislocated Worker and Adult, Programs
- b. Wagner-Peyser
- c. Trade Adjustment Assistance/Rapid Response
- d. Special Projects and Local Contracts
- e. Supplemental Nutrition Assistance Program
- f. Welfare Transition Program (WTF)
- g. Re-Employment Services and Eligibility Assessment Program

- h. Unemployment Compensation
- i. JSVG - Disabled Veterans Programs and Local Veterans Employment and Training Programs
- j. Any National Emergency Grants awarded
- k. Discretionary grants as may Be Awarded to CSBD during the course of the program year.

4.1.2 Contractor shall monitor CSBD and its service providers. Contractor shall perform a performance review consisting of agreed upon procedures of CSBD and their Service Providers. CSBD service providers and contractors are listed on EXHIBIT 1.

- a. Each year this contract is in effect Contractor shall request a list of the CSBD service providers and contractors, for purposes of including the service providers and contractors in their monitoring and testing.
- b. A review of each service provider shall be included at least once each year in a monitoring visit.
- c. Prior to each monitoring visit Contractor shall coordinate with CSBD Quality Assurance regarding any new service provider contracts entered into since their last visit.
- d. Monitoring of CSBD will incorporate a review of program management and automated systems data of CSBD including service providers' program data entry.

#### 4.2 THE MONITORING PROTOCOL

4.2.1 Contractor understands that the purpose of the monitoring is to identify areas of weakness so that they can quickly be addressed. Contractor shall provide recommendations to assist CSBD and its providers in correcting concerns identified during their review.

4.2.2 Contractor shall be responsible for the development of the monitoring protocol based upon the items to be reviewed. CSBD shall have the right to review the tool and upon mutual agreement between CSBD and Contractor to amend the protocol. The protocol shall not be considered proprietary.

4.2.3 The monitoring tool developed by Contractor shall be reviewed and updated annually.

- i. The monitoring protocol to be developed and/or updated shall be based upon and incorporate the Florida Commerce Fiscal Monitoring Tool, (in the event that Florida Commerce produces a combined program/fiscal monitoring tool Contractor shall focus on the fiscal components of the tool), which is updated annually and can be accessed at the Florida Commerce website.
- ii. A component of the monitoring protocol shall be a review of previous findings identified during the subsequent monitoring visit and shall determine whether corrective action was taken with respect to findings identified in the previous report including a review of the documents used to correct any finding.
- iii. The monitoring tool shall incorporate those items tested during the annual audit as it relates to the CSBD fiscal operations, which are not included in the State monitoring tool, to assist in assuring a clean audit report at the end of each CSBD fiscal year.
- iv. The monitoring shall incorporate those items related to fiscal operations found in found in the USDOL Core Monitoring Guide which are not included in the Florida Commerce Fiscal Monitoring Tool. The USDOL Core Monitoring Guide can be found in the table of contents at Core Activity 2 and 3 in the guide

[https://www.dol.gov/sites/dolgov/files/ETA/grants/pdfs/2%20CMG%20CoreMonitoringGuide\\_FINAL\\_20180816\(R\).pdf](https://www.dol.gov/sites/dolgov/files/ETA/grants/pdfs/2%20CMG%20CoreMonitoringGuide_FINAL_20180816(R).pdf)

- v. The monitoring tool shall include the items listed on EXHIBIT 1 in addition to the items identified in paragraphs a, b, c, and d above which may not have been included in state or USDOL monitoring tool.
- vi. Upon request Contractor agrees to provide CSBD and the CSBD Audit Committee with their protocol and proposed testing sample amounts/numbers.

#### 4.3 CONDUCT OF THE MONITORING

- 4.3.1 Contractor shall be provided with read only access to the CSBD data systems, and such other electronic access to CSBD books of accounts and records, systems and documents as may be necessary for proposer to conduct the monitoring services described. CSBD shall also provide Contractor with electronic access to service provider Contracts and modifications as needed.

#### 4.3.2 Prior to each monitoring visit Contractor shall:

- a. Inform the CSBD Quality Assurance Department of the documents, books and records to be examined and the provider sites to be visited.
- b. Review and familiarize themselves with the Florida Commerce communiques, guidelines and procedural instructions which can be found on the State of Florida Commerce website.
- c. Assure that staff assigned to monitor CSBD is knowledgeable with respect to regulations and cost principles outlined in the Uniform Guidance applicable to CSBD's grants.
- d. Assure that staff assigned to monitor CSBD is knowledgeable with respect to the cost principles outlined in the Uniform Guidance applicable to CSBD's grants and the federal legislation governing the grants, which are administered by CSBD and, which are the subject of the monitoring reviews.
- e. Identify themselves to the CSBD designee who shall assist in coordinating visits and making sure all requested records and documents are made available.

#### 4.3.3 Requests For Documents

During the course of the monitoring, Contractor shall make all requests for financial records and documents in writing, which can be via e-mail, to the CSBD Quality Assurance Department in order that CSBD can maintain a record of all documents and books examined.

#### 4.3.4 Findings

- a. Prior to the Contractor formally questioning a cost, Contractor shall notify the CSBD Legal and Finance Departments immediately upon their determination, that a cost may be questioned in the Monitoring Report.
- b. In the event of findings or observations documentation as appropriate substantiating the finding or observation shall be provided to CSBD by Contractor so that the finding or observation can be resolved. If the documentation is not provided during the monitoring visit or the Exit Conference, Contractor shall append the supporting documents to the monitoring report as applicable:

#### 4.3.5 Following each monitoring visit Contractor shall conduct an exit conference detailing their findings. In the event of findings or observations documentation



as appropriate substantiating the finding or observation shall be provided to CSBD by Contractor so that the finding or observation can be resolved. If the documentation is not provided during the monitoring visit or the Exit Conference, Contractor shall append the supporting documents to the monitoring report as applicable.

**4.3.6 Time For Submission of The Report**

Contractor shall submit a draft report to CSBD within thirty (30) days of their visit followed by a final report within sixty (60) days of their visit.

**4.3.7 The Report**

a. Their final report shall include a chart which identifies the finding or observation in a matrix organized as depicted below:

Program/Fiscal Area	Finding	Recommendation	Agree/disagree Must provide rationale and documentation	Resolution Corrective action Attach documentation
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b. Contractor shall furnish CSBD with one (1) hard copy of their fiscal monitoring report, 1 electronic MS Word copy and one electronic PDF copy. The draft report shall be forwarded in MS Word format. Contractor agrees to review the report format with CSBD upon CSBD request and make such changes to the organization of the report as may be requested.

c. Upon notice and request Contractor agrees to be available to present their report at an Audit Committee meeting and/or governing boards' meeting.

**4.4 GASB 87 and 96**

4.4.1 Contractor shall provide CSBD with access to LeaseCrunch Software at the rate of \$50.00 per lease per year in addition to any compensation provided for in this Contract.

4.4.2 Contractor shall coordinate with CSBD regarding any analysis needed regarding the results provided through the LeaseCrunch Software solution. Prior to conducting any analysis Contractor shall provide an estimate of the time needed to perform the analyses and the cost to be charged for this service. The parties shall agree to a flat rate for this service prior to Contractor providing the additional services.

4.4.3 CSBD shall be free to purchase other software for the purpose of meeting compliance requirements for GASB Rule 87 and 96 at any time and shall not be obligated beyond that time to utilize the LeaseCrunch Software.

#### 4.5 MONITORING VISIT SCHEDULE

4.5.1 The monitoring schedule for the period covered by this Amendment shall be as follows:

- a. Visit #1 – week of November 13, 2023
- b. Visit #2 – week of April 8, 2024
- c. Visit #3 – week of August 5, 2024

4.5.2 The dates of the visits may be modified to meet the convenience of the parties.

4.5.3 Mutually agreed upon dates for performing the agreed upon procedures for each Contract renewal period will be coordinated with CSBD staff at the end of the CSBD fiscal year each year that the contract is in effect.

### ARTICLE 5

#### WORK PAPERS

##### 5.1 RECORD RETENTION

5.1.1 Contractor shall make its work papers, records and other documents relating to the monitoring to be conducted under this Contract available for inspection, and shall provide copies of the work papers as may be requested by CSBD, the State, HHS or the U.S. DOL at no cost to CSBD for a period of seven (7) years after completion of any work provided for herein. Work papers may be in an electronic format. Any records determined by the General Counsel for CSBD to be public records under Florida law shall be made available to CSBD, the State, HHS, the U.S. DOL, and successor CPA firms, and to the general public upon request. Any copying done shall be at the expense of the copying party, except for copies made available to CSBD.

5.1.2 Section 5.1.1, notwithstanding, Contractor agrees that none of the work papers or other information relating to CSBD or its sub-recipients will be available for inspection or examination by anyone other than CSBD prior to the release of the monitoring report and its acceptance by CSBD. Contractor shall not publish, reproduce, or otherwise divulge such

information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in Contractor's possession, to those employees on Contractor's staff and CSBD or sub-recipient staff who must have the information on a need-to-know basis. Contractor shall notify CSBD in writing immediately in the event Contractor has a reason to suspect or determines that this section has been breached.

## 5.2 PUBLIC RECORDS

All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

## ARTICLE 6

### COMPENSATION

#### 6.1 MONITORING FEE

- 6.1.1 Contractor shall be paid Twenty-four Thousand Five Hundred Dollars (\$24,500.00) for each of three (3) distinct fiscal monitoring visits between the dates of October 1, 2023 and September 30, 2024 for a total amount of Seventy-Three Thousand Five Hundred Dollars (\$73,500.00).
- 6.1.2 Each payment shall be divided into two (2) equal payments of Twelve Thousand, Two Hundred and Fifty Dollars (\$12,250.00).
- 6.1.3 The first payment of Twelve Thousand, Two Hundred and Fifty Dollars (\$12,250.00) shall be paid to Contractor upon the completion of their fieldwork and submission of any substantiating documentation related to any findings reported for the visit.

- 6.1.4 The second payment shall be paid upon submission of the final monitoring report for that visit.
- 6.1.5 CSBD shall pay Contractor within thirty (30) days following the receipt of Contractor's invoice.
- 6.1.6 Contractor shall comply with the timelines established in this Amendment for submission of the draft and final reports for each monitoring visit.
- 6.1.7 Contractor shall submit their final invoice to CSBD no later than 60 days after the Contract ends or is terminated. If Contractor fails to do so, all rights to payment are forfeited and CSBD will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld at any time until all reports due from the Contractor and necessary adjustments thereto have been approved by CSBD.
- 6.1.8 Pursuant to Section 7.1, from time-to-time CSBD may request additional services from Contractor. Any additional work not contemplated in connection with the work to be performed under this Amendment and requested by CSBD shall be done at the hourly rate as follows, or as may be negotiated by the parties which shall be agreed to in writing in accordance with Article 7 Section 7.1.

<b>Item</b>	<b>Hourly Rate</b>
<b>Partner</b>	<b>\$290</b>
<b>Manager</b>	<b>\$240</b>
<b>Senior</b>	<b>\$163</b>
<b>Staff</b>	<b>\$107</b>

**6.2 FEE FOR SUBSEQUENT PERIODS**

The maximum fee and hourly fees for subsequent periods covered under this Contract shall be negotiated ninety (90) days prior to the start of the audit.

**6.3 RECORD KEEPING**

Contractor agrees to keep such records and accounts, as may be necessary in order to record complete and correct entries as to personnel hours charged and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination by CSBD.

#### 6.4 NO ADDITIONAL COMPENSATION FOR EXPENSES

The Contractor shall not be reimbursed for any travel, per diem, photo copying, telephone bills, or related expenses unless incurred at the specific request of CSBD. Contractor shall be provided a workspace at CSBD during the conduct of the audit and may use CSBD copying machines and faxes or such other equipment in the CSBD offices to assist in the facilitation of the Contractors' work.

### ARTICLE 7

#### GENERAL

#### 7.1 EXTRA WORK REQUESTED BY CSBD

7.1.1 Contractor, upon receipt of a written request from CSBD, shall perform such additional services as may be required. This may include a review of the efficiency and economy of operations, systems of internal control, operating and management procedures and effectiveness in achieving program results as well as examinations of the books, records and files of CSBD contractors, which work is not encompassed as a part of the CSBD monitoring engagement.

7.1.2 The purchase of specialized services shall require submission of a written quote by the Contractor for approval by CSBD. Such extra work for specialized services shall be computed and billed as negotiated between the parties.

#### 7.2 COMPLIANCE WITH FEDERAL GRANT REQUIREMENTS

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.

#### 7.3 DISCLOSURE OF FINANCIAL INTERESTS

Contractor warrants that no member of, or delegate to the Congress of the United States, or CSBD official, employee, or governing board member shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

7.3.1 Contractor also 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.

7.3.2 The Contractor covenants 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.

#### 7.4 AMENDMENTS TO THIS CONTRACT

7.4.1 If either Contractor or CSBD wishes to modify, change, or amend this Contract, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Contract. No such change shall be effective until approved by CSBD and/or Contractor and a formal amendment to this Contract is executed by both parties.

7.4.2 CSBD may, before or during the conduct of the monitoring services, request changes in the scope of services to be performed under this contract. Such changes, shall be incorporated by written amendments to this Contract.

#### 7.5 INDEMNIFICATION

Contractor shall at all times hereafter indemnify, hold harmless and, at CSBD's option, defend or pay for an attorney to defend CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of 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 CSBD, its governing boards or staff. 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 payment of interest by CSBD.

No payment by CSBD to Contractor shall be construed as a waiver by CSBD or any breach or default of Contractor in the performance of any condition of this Contract or Amendment hereto; nor shall such payment impair or prejudice any

right of CSBD with respect to such breach or default; nor shall any assent by CSBD expressed or implied, to such breach or default, be construed as assent to any succeeding breach or default.

## 7.6 INSURANCE

7.6.1 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. Contractor shall disclose the limits of their insurance to CSBD in writing and CSBD shall determine that the limits are acceptable.

7.6.2 Contract shall add CSBD as an additional insured to their policies upon CSBD request.

## 7.7 NOTICE

All notices required to be given to CSBD under this Contract shall be sufficient when handed delivered or mailed to CSBD at its office at 2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309

All notices required to be given to Contractor under this Contract shall be sufficient when hand delivered or mailed to the Contractor at its office located at Taylor Hall Miller Parker, P.A. 225 E. Robinson Street, Ste. 455, Orlando, FL 32801

## 7.8 AUTHORIZED REPRESENTATIVE FOR CAREERSOURCE BROWARD

CSBD's authorized representative shall be the CSBD President/CEO, who is empowered to accept, approve, or reject the services furnished by the Contractor pursuant to this Contract.

## 7.9 ASSIGNMENT AND/OR SUBCONTRACTING

Contractor shall not subcontract, assign or transfer any of its interest or duties or obligations under this Contract except those claims for monies due or to become due from CSBD under the Contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this Contract shall inure to the benefit of the surviving or remaining members of such partnership.

## 7.10 COMPLAINTS WITH FEDERAL LAWS

7.10.1 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]

- 7.10.2 Contractor certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.
- 7.10.3 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
- 7.10.4 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.
- 7.10.5 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.
- 7.10.6 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.
- 7.10.7 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.
- 7.10.8 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.
- 7.10.9 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.
- 7.10.10 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.



- 7.10.11 Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7).
- 7.10.12 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.
- 7.10.13 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.
- 7.10.14 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.
- 7.10.15 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.
- 7.10.16 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.
- 7.10.17 Pro-Children Act. Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S. C. 6083.

#### 7.10.18 Domestic Preferences for Procurements

As applicable Contractor shall comply with 2 CFR§ 200.322 Domestic preferences for procurement.

#### 7.10.19 Procurement of Recovered Materials

As applicable Contractor shall comply with 2 CFR§ 200.323 Procurement of recovered materials.

### 7.11 LOBBYING AND RELATED PARTIES

711.1 Lobbying. Contractor shall complete the Lobbying Certification Form and Disclosure of Lobbying Activities Form, Standard Form-LLL.

711.2 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.

711.3 When applicable, the Contractor shall disclose all related party transactions.

### 7.12 INTEGRATION

7.12.1 The parties hereto agree and understand that the words and figures contained in the following list of documents which are attached hereto or incorporated by reference shall, taken as a whole, constitute the Contract between the parties hereto and are as fully a part of the Contract as if they were set forth verbatim and at length herein:

- a. Exhibit A – Statement of Work
- b. Exhibit B – Assurances and Certifications.
- c. Exhibit C – Debarment Form
- d. Exhibit D – Lobbying Form
- e. Exhibit E – Lobbying Certification Form

- f. Exhibit F – Drug Free Workplace
- g. Exhibit G – Certification Regarding Environmental Tobacco Smoke
- h. Exhibit H - WIOA 29 U.S.C. 3101 et seq. Public Law 113 – 128. Statutes and regulations applicable to this Agreement. Exhibit G is a public law and is not attached to this Agreement.
- i. Exhibit I - 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.
- j. Contractor’s Engagement Letter.

### 7.13 TERMINATION

7.13.1 It is understood and agreed that this Contract may be terminated for convenience upon ninety (90) days written notice by either party to the other party.

7.13.2 Contractor agrees and understands that funds allocated to the Contractor under this Contract or any amendment or modification hereto are contingent upon CSBD’s receipt of the federal grant funds under which this Contract is funded. CSBD, therefore, reserves unto itself the right to unilaterally de-obligate, or if necessary, to suspend or terminate this Contract or any amendment hereto instantaneously and as may be necessitated by CSBD’s funding levels. Any de-obligation, modification or amendment shall be effective upon written notification to the Contractor by CSBD. CSBD shall provide Contractor thirty (30) days’ written 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, if work has begun under this contract costs will be reimbursed up to the effective date of cancellation only; thereafter neither CSBD nor Contractor shall have any obligation whatsoever to complete or otherwise continue the Contract.

7.13.3 Obligations Extending Beyond Contract Termination. Provisions of this Contract which by their terms extend beyond the termination or non-renewal of this Contract will remain effective after termination or non-renewal.

7.13.4 CSBD may terminate this contract in the event of the occurrence of any of the below listed events, upon 24 Hours written notice, pursuant to Section XV following a period of 48 hours to allow Contractor the opportunity to

respond. The decision to accept Contractor's response shall be at the sole discretion of CSBD.

- a. Becomes bankrupt or insolvent
- b. Discontinues operations
- c. Is the subject of lawsuits or other legal action that may materially impact the financial viability of Contractor
- d. Is the subject of official investigations of fraud or abuse on the part of Contractor, their staff, officers, or directors, and/or
- e. Experiences theft or loss of funds or equipment that are materially needed to support the contracted services at the discretion of CSBD.

7.13.5 CSBD may terminate this Contract in the event of breach of this Contract by giving written notice to the Contractor in accordance with Section XV herein, after allowing Contractor 48 hours to respond and an opportunity to cure. The decision to accept Contractor's response and an opportunity to cure shall be at the sole discretion of CSBD.

7.13.6 In the event of termination for cause, CSBD shall be liable for payment only for services rendered or goods delivered prior to the effective date of termination.

#### 7.14 REPRESENTATIVES OF CONTRACTOR

The Contractor shall inform CSBD of the name of the representative of the Contractor to whom matters involving the conduct of the monitoring shall be addressed.

#### 7.15 ALL PRIOR CONTRACTS

It is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts whether oral or written.

#### 7.16 CONTRACTOR SHALL BE FAMILIAR WITH ALL APPLICABLE LAWS

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.

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.

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.

#### 7.17 E-VERIFY

7.17.1 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

7.17.2 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

#### 7.18 PROHIBITION ON CERTAIN TELECOMMUTING AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 2 CFR 200.216

7.18.1 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.”

7.18.2 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.

## 7.19 STATUTORY AND NATIONAL POLICY REQUIREMENTS 2 CFR 200.300

7.19.1 Contractor shall assure 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. Contractor is aware or has been made aware of 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 as they may apply to the conduct of the audit.

7.19.2 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.

## 7.20 Procurement of Recovered Materials

As applicable Contractor shall comply with 2 CFR§ 200.323 Procurement of recovered materials.

## 7.21 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.

## 7.22 PATENTS, COPYRIGHTS, AND ROYALTIES

7.22.1 Pursuant to 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.

7.22.2 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.

#### 7.23 VESTED POWERS

All powers not explicitly vested in the Contractor by this Contract will remain with CSBD.

#### 7.24 VENUE

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Contract shall be in Broward County, Florida.

#### 7.25 EXECUTION

This document may be executed in multiple originals, may be executed in digital format and may be executed in multiple counterparts, each of which shall be deemed an original.

7.26 This Contract replaces all provisions of the Contract entered into on September 22, 2022.

7.27 This Amendment and all its attachments and exhibits are made a part of said Contract. The effective date of this Amendment shall be the date on which it has been signed by all parties.



EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: **CHERRY BEKAERT LLP** by and through its PARTNER, and CareerSource Broward signing by and through its President/CEO in accordance with the CareerSource Broward governing boards action taken on August 24, 2023.

AS TO: CHERRY BEKAERT LLP

ATTEST: Ronald A Conrad  
Matthew Carr

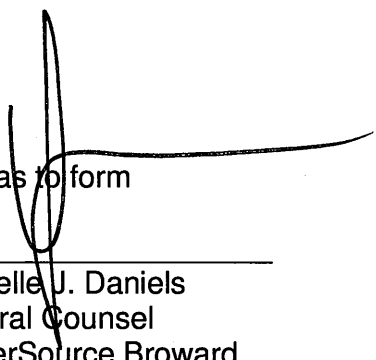
BY: Brian Liffick  
(Signature)  
NAME: BRIAN LIFFICK  
TITLE: Partner  
DATE: 09/26/2023

AS TO CAREERSOURCE BROWARD:

ATTEST: Michelle Williams  
Moya Brathwaite

BY: Carol Hylton  
(Signature)  
NAME: CAROL HYLTON  
TITLE: PRESIDENT/CEO  
DATE: 09/28/2023

Approved as to form

BY:   
Rochelle J. Daniels  
General Counsel  
CareerSource Broward  
2890 W. Cypress Creek Blvd.  
Ft/ Lauderdale, FL 33309

## **EXHIBIT A**

### **STATEMENT OF WORK**

#### **SCOPE OF SERVICES – PROGRAM MONITORING**

##### **I. SERVICE PROVIDERS**

###### **A. CSBD 2023 – 2024 Service Providers to be monitored include**

1. Helping Advance and Nurture the Development of Youth, Inc. (HANDY) Out of School Youth
2. Fort Lauderdale Independence Training & Education Center, Inc. (FLITE) Out of School Youth
3. The School Board of Broward County, Florida Out of School Youth
4. Center for Independent Living of Broward, Inc. Out of School Youth
5. Junior Achievement of South Florida, Inc. In School Youth
6. The School Board of Broward County, Florida In School Youth
7. The CSBD Youth Program operated out of the one-stop center
8. The One Stop Operator
9. The Greater Ft. Lauderdale Chamber
10. The Hollywood Chamber
11. The Pembroke Pines Miramar Chamber

###### **B. Contractor shall check with CSBD Quality Assurance to assure all CSBD service providers have been identified**

###### **C. Contractor shall assure that a review of the items listed below are included in In Contractors items to be tested or reviewed during their monitoring visits:**

##### **II. FISCAL MONITORING PROCEDURES**

1. In addition to incorporating the State and Federal Monitoring Tools into contractor's protocol Contractor also agrees to perform the following:

- a. Annually, during one of their reviews, incorporate forensic testing or such other tests as Contractor deems appropriate to determine weaknesses in the integrity of the financial management system which are not identified through the regular protocol.
- b. Review CSBD Council and BWDB Meeting Minutes to assure compliance with policies, procedures, and procurement awards. Contractor shall verify that practices are in line with policy changes. The monitoring protocol should detail processes for verification and procedures used to determine Board actions were implemented.
- c. During the review encompassing the period from July to August 1, each year, Contractor shall conduct a payroll test for summer youth by selecting a sample and ensuring customers were actively participating in the program.
- d. Once a year Contractor shall conduct a payroll test of youth and adult participants in work experience activities and receiving monthly payments from CSBD by selecting a sample and ensuring customers were actively participating in the program, that their timesheets match the payroll.
- e. Test that CSBD is on target to meet its 20% youth work experience expenditure requirement.
- f. Contractor shall review up to 5 On the Job Training (OJT), 5 Customized Training, 5 WTP Community Work Experience, and 5 Incumbent Worker Training files, to the extent participants are enrolled in these activities, the match if required is correct, at least semi-annually to determine whether appropriate documentation was submitted to support the billing, the amount invoiced agreed to the contract, and customers are registered in the appropriate state system.
- g. Contractor shall conduct a surprise review of a sample of disbursements for a single month once a year. It shall be conducted at a different time each year.
- h. Contractor shall semi-annually review ten (10) random CSBD mileage reimbursement requests, and ten (10) service provider mileage reimbursement requests, which are included in the service provider invoices.
- i. Once annually Contractor shall include a forensic review of possible weaknesses in property management and procurement both for CSBD and its service providers, to the extent purchases are included in their contracts.
- j. Contractor shall review a sample of SERA Financial Report Summaries and reconcile the information to CSBD's records.

- k. Contractor shall review any special reports required by individual grants and reconcile to the grant requirements.
- l. Contractor shall review financial reporting systems for accurate, current, and complete disclosure of the financial results in accordance with the financial reporting requirements of the applicable grant.
- m. Contractor shall reconcile and review contract payments disbursed by the Finance Department. Annually,
- n. Contractor shall review the reconciliation of pooled cash accounts reconciling cash to bank balances and examine the process for possible process weaknesses.
- o. Contractor shall review ten (10) WTP and ten (10) WIOA Individual Training Account approvals through payment. Contractor shall trace the tuition payment, check for PELL duplicate payments, test the monthly reconciliation of the ITA's for accuracy, approval and backup, and test that Fiscal records match Operations Department records and vendor records. Contractor shall track a sample of five (5) random payments through the fiscal system.
- p. Contractor shall review five (5) WIOA adult/dislocated worker and five (5) youth support payments including those approved by service providers for proper support and documentation and for compliance with fiscal requirements. Contractor shall reconcile payments with records maintained by CSBD. Contractor shall take a random sample of these types of expenditures and follow through all steps from initiation to completion to look for possible internal control improvements.
- q. Contractor shall reconcile the Executive Department log to the Fiscal log against the Cash Receipts Journal to ensure amounts and timeliness of deposits.
- r. Annually Contractor shall test for effective internal controls and accountability for all grant cash, real and personal property, and other assets including an analysis of separation of duties.
- s. Contractor shall conduct a random sample of actual expenditures or outlays and compare them with budgeted amounts for each grant and at the service provider level compare them to the service provider contract budgets.
- t. Contractor shall conduct a random sample of actual expenditures or outlays and compare them with a list of allowable costs pursuant to the Uniform Guidance.

- u. Contractor shall review the state's pre-approval guidelines to ensure CSBD is adhering to the state's purchasing and pre-approval policies.
- v. Contractor shall determine whether the bank reconciliations are done timely and shall review a CSBD monthly bank reconciliation. Testing shall include a review of an unopened bank statement to ascertain that all payments/checks are accounted for and accurately conform to the check register/ledge both in amount and payee. Any outstanding checks/payments should also require backup verification. The void check listing should be printed and a random examination of the physical check should be included. A sample of the control (pink) copies of the checks for each month during the quarter should be reviewed to ensure that there is an accounting for all checks. There are three separate logs maintained within the Fiscal Department to track check usage. These logs should be reviewed and compared to MIP. As most CSBD vendor payments are made via EBT testing should be accommodated to EBT payments as appropriate.
- w. Once a year Contractor shall check to assure that all audit adjustments were posted to the general ledger and management letter recommendations were instituted.
- x. Contractor shall review WTP and WIOA expenditure levels to assure compliance with expenditure requirements and carry forward limitations including sub-recipient spending levels, administrative cap levels and requirements related to in-school and out-of-school youth, as well as youth work experience.
- y. Contractor shall review cash on hand with respect to meeting federal draw down policies including cash management, and cash forecasting in accordance with federal rules.
- z. Contractor shall review expenditures from the General Fund for adherence to CSBD governing Board policies.
- aa. Contractor shall review the Information Technology controls.
- bb. Contractor shall review the policies as applied to staff terminating employment to determine whether proper safeguards of technology and records have been applied.
- cc. Contractor shall review formula and non-formula grants for compliance with cost requirements, this includes testing of fiscal requirements and any special or discretionary grant requirements.
- dd. Contractor shall review a random sample of staff and service provider cell phone charges charged to CSBD.

**EXHIBIT B**  
**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 Contract, 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 Contract, 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;

(l) 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 subContracts.
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 Contracts.

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 Contract, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative Contract.

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 Contract, 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 this 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 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 Contracts 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 has the right to seek judicial enforcement of the assurance.

*Brian Liffick*

09/26/2023

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Partner

\_\_\_\_\_  
Print Name

**EXHIBIT C**

**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 IMMEDIATELY FOLLOWING THE FORM 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 quote to provide services 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.

Brian Liffick Partner

Name and Title of Authorized Representative

*Brian Liffick*

09/26/2023

Signature

Date

## **EXHIBIT D**

### **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 1<sup>st</sup> tier. Sub awards<sup>11</sup>. 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:

8. Federal Action Number, if known:

CFDA Number, if applicable:

9. Award Amount, if known:

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.<sup>2</sup>**

Signature Brian Liffick  
Print Name Brian Liffick  
Title Partner  
Telephone Number 321-430-7418 Date 09/26/2023



**EXHIBIT E**  
**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.

CHERRY BAKAERT LLP

Grantee/Contractor/Organization	Program/Title
Brian Liffick	09/26/2023
<i>Brian Liffick</i>	
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)

**EXHIBIT F**  
**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.

*Brian Liffick*

09/26/2023

Signature

Date

Brian Liffick

Print Name

**EXHIBIT G**  
**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.

*Brian Liffick* 09/26/2023  
\_\_\_\_\_  
Signature and Date  
Brian Liffick  
\_\_\_\_\_  
Printed Name  
Partner  
\_\_\_\_\_  
Title  
CHERRY BEKAERT LLP  
\_\_\_\_\_  
Organization

**SIGNATURE CERTIFICATE**



**REFERENCE NUMBER**

3681D184-9BB2-408B-8E7D-6F93C6AFE909

**TRANSACTION DETAILS**

**Reference Number**  
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Signature Request

**Sent At**  
09/26/2023 15:27 EDT

**Executed At**  
09/26/2023 16:10 EDT

**Identity Method**  
email

**Distribution Method**  
email

**Signed Checksum**  
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**Signer Sequencing**  
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**Document Passcode**  
Disabled

**DOCUMENT DETAILS**

**Document Name**  
rd-Cherry Bekaert LLP Amendment No 1 to Agreement No 2022-2023-Vendor-11172

**Filename**  
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**Pages**  
44 pages

**Content Type**  
application/pdf

**File Size**  
212 KB

**Original Checksum**

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**SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b> Matt Carr</p> <p><b>Email</b> matt.carr@cbh.com</p> <p><b>Signer Sequence</b> 2</p> <p><b>Components</b> 1</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 5cf47eceb6f6a9db49ed2a0421724b23aa6f2bd37a48f3d35b2cad83ceacd705</p> <p><b>IP Address</b> 155.190.21.5</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Typed Signature</b> <i>Matthew Carr</i></p> <p><b>Signature Reference ID</b> 07364E3C</p>	<p><b>Viewed At</b> 09/26/2023 16:10 EDT</p> <p><b>Identity Authenticated At</b> 09/26/2023 16:10 EDT</p> <p><b>Signed At</b> 09/26/2023 16:10 EDT</p>
<p><b>Name</b> Ronald A. Conrad</p> <p><b>Email</b> raconrad@cbh.com</p> <p><b>Signer Sequence</b> 1</p> <p><b>Components</b> 1</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> f7817590754681e6811a0722eb9e4c9a81da2505fb1e050d67f457dd2438637b</p> <p><b>IP Address</b> 155.190.20.7</p> <p><b>Device</b> Microsoft Edge via Windows</p> <p><b>Typed Signature</b> <i>Ronald A. Conrad</i></p> <p><b>Signature Reference ID</b> BA0A7418</p>	<p><b>Viewed At</b> 09/26/2023 16:03 EDT</p> <p><b>Identity Authenticated At</b> 09/26/2023 16:05 EDT</p> <p><b>Signed At</b> 09/26/2023 16:05 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
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<b>Components</b> 25	<b>Device</b> Chrome via Windows	
	<b>Typed Signature</b> <i>Brian Liffick</i>	
	<b>Signature Reference ID</b> DDB51E06	

## AUDITS

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09/26/2023 16:05 EDT	Matt Carr (matt.carr@cbh.com) was emailed a link to sign.
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09/26/2023 16:10 EDT	Matt Carr (matt.carr@cbh.com) authenticated via email on Chrome via Windows from 155.190.21.5.
09/26/2023 16:10 EDT	Matt Carr (matt.carr@cbh.com) signed the document on Chrome via Windows from 155.190.21.5.

**SIGNATURE CERTIFICATE**



**REFERENCE NUMBER**

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**TRANSACTION DETAILS**

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Signature Request

**Sent At**  
09/26/2023 16:34 EDT

**Executed At**  
09/28/2023 11:30 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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**Filename**  
PE-Cherry\_Bekaert\_LLP\_Amendment\_No\_1\_to\_Agreement\_No\_2022-2023-Vendor-11172-signed-certificate.pdf

**Pages**  
46 pages

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application/pdf

**File Size**  
405 KB

**Original Checksum**  
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**SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b> Moya Brathwaite</p> <p><b>Email</b> mbrathwaite@careersourcebroward.com</p> <p><b>Signer Sequence</b> 2</p> <p><b>Components</b> 1</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 0437605269461539b9fdab7b65a383b5f2904d7c39937478931558b1715597b0</p> <p><b>IP Address</b> 67.23.70.69</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Typed Signature</b> <i>Moya Brathwaite</i></p> <p><b>Signature Reference ID</b> A682BCCE</p>	<p><b>Viewed At</b> 09/28/2023 11:30 EDT</p> <p><b>Identity Authenticated At</b> 09/28/2023 11:30 EDT</p> <p><b>Signed At</b> 09/28/2023 11:30 EDT</p>
<p><b>Name</b> Michell Williams</p> <p><b>Email</b> mwilliams@careersourcebroward.com</p> <p><b>Signer Sequence</b> 1</p> <p><b>Components</b> 1</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> d6a203347300c010185cae6e38ab584b0be44c7e1d8f0a1f0552f3af9164ae51</p> <p><b>IP Address</b> 67.23.70.69</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Typed Signature</b> <i>Michell Williams</i></p> <p><b>Signature Reference ID</b> 3C9EA1ED</p>	<p><b>Viewed At</b> 09/28/2023 11:16 EDT</p> <p><b>Identity Authenticated At</b> 09/28/2023 11:16 EDT</p> <p><b>Signed At</b> 09/28/2023 11:16 EDT</p>

SIGNER	E-SIGNATURE	EVENTS
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	<b>Typed Signature</b> <i>Carol Hylton</i>	
	<b>Signature Reference ID</b> A4A82E46	

## AUDITS

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09/27/2023 15:59 EDT	Carol Hylton (chylton@careersourcebroward.com) was emailed a reminder.
09/28/2023 08:47 EDT	Carol Hylton (chylton@careersourcebroward.com) was emailed a reminder.
09/28/2023 09:31 EDT	Carol Hylton (chylton@careersourcebroward.com) viewed the document on Mobile Safari via iOS from 174.228.167.135.
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