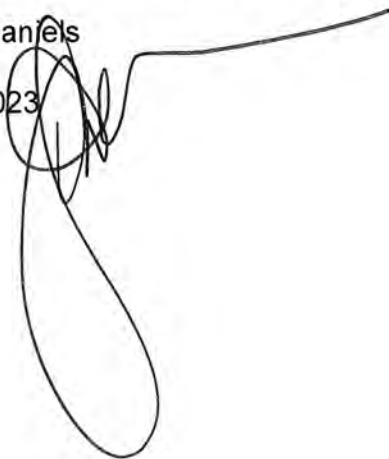


TO THE FILE:

THIS VERSION OF THE ONE-STOP OPERATOR AGREEMENT REPLACES THE RIGHT SIGNATURE VERSION IN THE FILE TO CORRECT SOME SCRIVENORS ERRORS AND TO INCLUDE LANGUAGE INADVERTANTLY OMITTED FROM THE ORIGINAL.

Rochelle Daniels

April 25, 2023

A handwritten signature in black ink, appearing to be 'Rochelle Daniels', written over the typed name. The signature is highly stylized and cursive, with a large loop at the bottom and a long horizontal stroke extending to the right.

AGREEMENT NO. 2022-2023-WIOA-ONE-STOP OPERATOR-11477

(PROGRAM YEAR 2022-2023)

SUB-RECIPIENT AGREEMENT BETWEEN
 WORKFORCE GUIDANCE ASSOCIATES, LLC
 AND
 CAREERSOURCE BROWARD

THIS AGREEMENT IS NOT FOR RESEARCH AND DEVELOPMENT

UNIQUE ENTITY ID #	X2LWAFK8EW35
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TITLE	FAIN #s	AWARD DATE	AWARD AMOUNT	NFA #
TANF	G2301FLTANF	10/1/2022	\$ 2,934,158.24	041921
WIOA ADT	AA-36313-21-55-A-12	7/1/2021	\$ 3,238,333.00	040182
WIOA DW	AA-36313-21-55-A-12	7/1/2021	\$ 3,756,627.00	040206
WIOA YTH	AA-36313-21-55-A-12	4/1/2021	\$ 2,824,273.00	040071
SNAP	235FL412Q7503	10/1/2022	\$ 342,700.00	041976
WP	ES-38724-22-55-A-12	7/1/2022	\$ 966,776.00	041609
LVER/DVOP	DV-37868-22-55-5-12	10/1/2022	\$ 203,138.00	041061/041081
RESEA	UI-35938-21-60-A-12	1/1/2021	\$ 821,429.16	040015

TOTAL FEDERAL AWARD	\$17,470,027	
FEDERAL AWARDING AGENCY	US DOL	
ALN CFDA #	93.558	TANF
	17.258	WIOA Adult WIOA
	17.278	Dislocated Worker
	17.207	FSET
	10.561	WP
	17.801	LVER
	17.225	RESEA

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

1. The percentage of the total costs of the program or project which will be financed with Federal money is 100 percent.
2. The dollar amount of Federal funds for the project or program is \$65,000 The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources is 0 percent

AGREEMENT NO. 2022-2023-WIOA-ONE-STOP-OPERATOR-11477

This AGREEMENT, entered into this 22 day of September, 2022, by and between CareerSource Broward, (hereinafter referred to as CSBD) the administrative agency and fiscal agent for the CSBD Council of Elected Officials, (hereinafter referred to as Council) 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 Unit of Governments, and the Broward Workforce Development Board, Inc., (hereinafter referred to as the BWDB) a not for profit corporation having its principal offices at 2890 Cypress Creek Road, Fort Lauderdale, FL 33309 AND WORKFORCE GUIDANCE ASSOCIATES, LLC, (hereinafter referred to as Sub-grant Recipient, existing under and by virtue of the laws of the State of Florida as a for profit limited liability corporation having its principal office at 10456 NW 48th Manor, Coral Springs, FL 33076, to begin on the date this Agreement is signed by all the parties and to terminate on **September 30, 2023.**

WITNESSETH THAT

WHEREAS, CSBD has entered into an agreement with the Governor of the State of Florida for the implementation of workforce development programs and activities in accordance with the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 (WIOA); and

WHEREAS, CSBD issued a Request for Quotes for One-Stop Operator Services; and

WHEREAS, Sub-grant Recipient submitted a response to the Request for Quotes and was selected by CareerSource Broward to serve as the one-stop operator for the local workforce development area to coordinate programs among the one-stop partners identified in WIOA;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations hereinafter set forth, CSBD and Sub-grant Recipient agree as follows:

ARTICLE I

AGREEMENT PURPOSE AND DEFINITIONS

100. PURPOSE

The purpose of this Agreement is to describe the scope of work, terms and conditions under which Sub-grant Recipient will coordinate programs among and between the one-stop partners identified in WIOA §121(b)(1)(B).

ARTICLE II

SCOPE OF WORK

200. SERVICES

- 200.1 Sub-grant Recipient shall serve as the Local Workforce Area 22 One-Stop Operator. Sub-grant Recipient designates Ms. Nadine Gregoire Jackson to serve as the one-stop operator. In the event that Ms. Gregoire Jackson becomes unable to continue in her role as one-stop operator, CSBD reserves the right to approve the individual to be assigned as the one-stop operator or to terminate this Contract without cause.
- 200.2 Sub-grant Recipient represents that Nadine Gregoire Jackson who is delivering the services required under this Agreement has the knowledge and skills, either by training, experience, education, or a combination thereof to adequately and competently perform the duties, obligations, and services set forth in this Agreement and to provide and perform such services to CSBD's satisfaction for the agreed compensation. This includes:
- a. Review and comprehension of the requirements under the WIOA statute for one-stop partners, the one-stop delivery system, and the one-stop operator.
 - b. Review and comprehension of the requirements under the WIOA final regulations, both "USDOL Only" and Joint Rule, for the one-stop partners, the one-stop delivery system, and the one-stop operator.

- c. US DOL issued WIOA Training and Employment Guidance Letters regarding one-stop implementation and one-stop operator functions.

201. SUB-GRANT RECIPIENT RESPONSIBILITIES

- 201.1 Sub-grant Recipient shall serve as a coordinator of the WIOA one-stop partners pursuant to the strategy and direction of the CSBD governing boards as communicated through the CSBD Vice President of Operations.
- 201.2 Sub-grant Recipient shall develop a one-stop partner strategic plan that includes a one-stop vision, mission and goals/objectives as well as strategies to achieve those goals.
 - a. One-stop and CSBD Operations Department staff shall be included in the planning
 - b. Notes of the planning sessions shall be submitted to the CSBD Executive Vice President and to the CSBD Senior Vice President of Operations.
 - c. A draft of the final strategic plan shall be approved by the CSBD President and then shall be finalized and distributed to all the partners.
- 201.3 Familiarize themselves with the mission and performance measures of all one-stop partners including WIOA Title I as they may have been updated since 2019 and incorporate the information in the cross training to take place during the quarterly one-stop staff and partner meetings.
- 201.4 Assure all CSBD one-stop memoranda of understanding (MOUs) and infra-structure / resource sharing budgets are current and take such actions as are necessary to update the MOUs and to work with CSBD staff to assure CSBD is meeting WIOA requirements.
- 201.5 Assist in the development of MOUs with non-mandatory one-stop partners as may be approved by the CSBD governing boards.
- 201.6 Familiarize themselves with the Florida State Department of Economic Opportunity and CareerSource Florida one-stop certification criteria to assure CSBD's compliance.

- 201.7 Facilitate consistency across the CSBD Career Centers as it is related to the creation and maintenance of a welcoming, inclusive and professional environment. Ensure that the same training is provided to all resource area and reception staff and One-stop partner staff with a focus on quality customer services to job seekers and employers. Deliver the training at least annually.
- a. Sub-grant Recipient will work with the one-stop managers to develop checklists as part of the initial meeting or eligibility determination with the customers to check for possible eligibility/suitability for other partner programs.
 - b. Sub-grant Recipient will work with CSBD's Quality Assurance Department on developing a tracking mechanism to gauge the number of cross referrals made to partner agencies on a monthly/quarterly basis by one-stop center.
 - c. Sub-grant Recipient will develop, test and revise partner referral process flows.
 - d. As part of onboarding of new staff, Sub-grant Recipient will work with the Human Resources department to provide center partner information as part of the orientation packet for new employees. Trainings will be recorded so future staff can receive the training as part of the new employee process.
- 201.8 Organize and facilitate an annual one-stop partner meeting with the partner "decision makers" to agree on continuous improvement goals and objectives to be communicated to staff through their quarterly meetings.
- 201.9 Organize and facilitate quarterly one-stop partner meetings with line staff targeted at continuous improvement of the One-Stop Career Centers and integration of partner services.
- a. Sub-grant Recipient will facilitate training sessions for One-Stop Center and partner staff.
 - b. Invite legislative one-stop partners to monthly center meetings to provide in depth presentations on the resources, services and basic eligibility requirements of

their programs to maximize information provided to career seekers visiting the three centers.

- 201.10 Organize and facilitate quarterly one-stop partner meetings with line staff targeted at continuous improvement of the One-Stop Career Centers and integration of partner services.
 - a. Sub-grant Recipient will conduct interviews/focus groups with front line staff and managers to assess current level of familiarity with other one-stop partner programs as well as the role of each mandated one-stop partner.
 - b. If determined necessary a "SWOT" analysis will also be conducted.
- 201.11 Collect information on the collaborative relationships between the One-Stop partners and develop a report and share best practices at quarterly one-stop partner meetings.
- 201.12 Observe on-site operations, space configuration, customer flow and integration of services and make recommendations for consideration by the one-stop partners especially identifying best practices that will result in better services to shared customers
- 201.13 Using survey instruments approved by CSBD initiate an evaluation of job seeker and employer needs and satisfaction directed toward the continuous improvement of service strategies.
- 201.14 Work with the CSBD One-Stop Centers and One-Stop partners as directed by the Vice President of Operations to identify and adopt uniform outreach materials targeted toward job seekers and employers.
 - a. Sub-grant Recipient will coordinate a public resource fair to be hosted by CSBD to showcase the existing and co-located partner resources/services available to the social service community.
- 201.15 Work with the CSBD Communications Department and the One-stop partner communications staff, as directed by the Vice President of Operations to develop a consistent social media presence for the local area.

- 201.16 Develop an annual project plan to be approved by the CSBD Vice President of Operations within the first 15 days of each contract period.
- 201.17 Provide a quarterly report to the Vice President of Operations, of the activities and accomplishments each quarter so that they can be reported to the CSBD governing boards.
- 201.18 Work with the one-stop partners to improve on the technological solutions to connect partners not co-located in the CSBD Career Centers. Sub-grant Recipient will explore the possibility of initiating:
- a. Monthly podcasts focusing on a different aspect of the services offered.
 - b. Virtual interviewing.
 - c. All partners technologically connected including CSBD must provide a staff person, their title, email and phone number to be posted on the CSBD website and shall be required to update the information in the event of a change in personnel. The individual must be someone who can provide immediate service to a customer regardless of the partner point of entry of the customer.
 - d. Assure the inclusion of the language in "c" immediately above in the one-stop MOU's as they are updated
- 201.19 Assist the partners in the development of partner pages to be added to the CSBD website that will connect to partner program websites.
- 201.20 Observe and make recommendations regarding cross referral of participants and information sharing to be presented to the one-stop partners at their annual meeting.
- a. Sub-grant recipient shall review the current one-stop partner MOUs to strengthen the commitment to cross referral.
 - b. Will address cross referral during meetings designed to foster camaraderie.

- c. Sub-grant Recipient shall familiarize themselves with the program and performance requirements for CSBD and the three legislative core WIOA one-stop partners.
- d. Sub-grant Recipient shall prepare a draft report for review and approval by the CSBD Operations Department by February 2023:
 - i. Listing three areas identified for coordination.
 - ii. The individuals and their titles who met with Sub-grant Recipient and provided input to the recommendations being developed.
 - iii. The benefit to be realized by each of the listed partners.
 - iv. A process map/Visio depiction for the action steps needed for each service activity listed such that CSBD and the partner can work toward implementation of the coordination initiative.
- e. Upon review and approval, including the incorporation of CSBD staff comments and recommendations, Sub-grant Recipient shall issue the report in final.

201.21 Based upon the Report to be produced under paragraph 201.1 above, Sub-grant Recipient shall develop recommended operational procedures, (step action tables) for assigning responsibilities for the implementation of the identified partnership initiatives. The "step action table" shall be reviewed by the Operations and Quality Assurance staff as well as by the CSBD partners, as appropriate, prior to finalization. Recommendations shall be made quarterly.

201.22 Sub-grant Recipient shall conduct a study to inform CSBD and its one-stop partners of available technological tools to expand access to partner programs and service offerings to participants. The study shall include recommendations regarding the use of available tools and their efficacy.

201.23 Sub-grant Recipient shall develop a matrix to be shared with the one-stop partners so that they may better understand each other's programs. The matrix shall minimally provide the following information:

- a. Client eligibility for the one-stop partner programs
- b. Allowable services and activities including the availability of support services
- c. Fund, program or expenditure restrictions
- d. Performance requirements including state set performance baselines for each new program year.

201.24 Sub-grant Recipient shall seek out opportunities to increase our ability to work with the offender population while realizing required performance measures.

201.25 Sub-grant Recipient shall develop training to the partners and one-stop staff regarding WIOA section 188 equal opportunity, and accessibility requirements which shall be reviewed by the Operations and Quality Assurance staff prior to finalization and delivery of the training. Training shall be provided annually.

- a. Sub-grant recipient will research via state guidelines, review existing MOUs, conduct interviews/focus groups with front line staff and managers to find out the current level of familiarity with other one-stop partner programs as well as the role of each mandated one-stop partner.
- b. A SWOT analysis if warranted will also be conducted.
- c. Sub-grant Recipient will facilitate training sessions for both One-Stop Center and partner staff.
- d. Sub-grant Recipient will organize meetings which will include the required partners to provide in depth presentations on the resources, services and basic eligibility requirements of their programs to maximize information provided to career seekers visiting the three centers.

201.26 In addition to WIOA Section 188 training Sub-grant Recipient shall organize three additional cross training opportunities for the one-stop legislative partners during the course of the year which shall be reviewed and approved by the Operations staff prior to finalization and delivery of the training.

201.27 Sub-grant Recipient will direct activities of the Community Service Liaison.

202. DEPLOYMENT OF ONE-STOP INITIATIVES

202.1 Sub-grant Recipient shall be provided a workspace in the CSBD Comprehensive One-Stop Center located at 2660 Oakland Park Boulevard, Fort Lauderdale, FL.

202.2 Sub-grant Recipient shall be provided a cell phone, access to "Go to Meeting" software, and equipment necessary to perform the tasks identified in the Scope of Work.

203. PERFORMANCE

203.1 Sub-grant Recipient shall provide CSBD with a written project plan as required in section 201 for accomplishing the tasks identified in Article II. The project plan shall include:

- a. A schedule including timetable for accomplishing the Scope of Services.
- b. The anticipated deliverables associated with the accomplishment of each task identified in Article II
- c. A list of all constraints the project must address
- d. Identification of support needed to accomplish the deliverables that is to be provided by CSBD staff.
- e. Any non-personnel resources needed such as equipment, facilities, and information.
- f. A description of how individual partners concerns and uncertainties will be managed.
- g. The contents of the monthly report to be submitted with Sub-grant Recipient's monthly invoice.

204. WIOA FIREWALL REQUIREMENTS

204.1 The individual assigned to serve as the one-stop operator shall:

- a. Disclose any potential conflicts of interest arising from the relationships of the one-stop operator with particular training

service providers or other service providers, including but not limited to career services providers.

- b. Refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services.
- c. Comply with Federal regulations, and procurement policies. The consortium operator is part of county government and does not earn profit.

204.2 The individual assigned to serve as the one-Stop operator shall not:

- a. Convene system stakeholders to develop the local plan
- b. Prepare and submit the local plan
- c. Conduct oversight over itself or its functions
- d. Manage or participate in the competitive selection process of the one-stop operators
- e. Select or terminate one-stop operators, career service providers, and youth providers
- f. Negotiate local performance accountability measures
- g. Develop and submit budgets for activities of the BWDB

END OF ARTICLE II

ARTICLE III
COMPENSATION

300 COMPENSATION

300.1 Sub-grant Recipient shall be paid five thousand four hundred and seventeen dollars (\$5417.00) a month for 11 months, then five thousand four hundred and thirteen dollars (\$5413.00) for the last month of the contract period, for a total of (\$65,000.00) for the tasks outlined in Section 201 above for the period of October 1, 2022 through September 30, 2023.

300.2 Sub-grant Recipient shall invoice CSBD monthly. Invoices must be submitted by the 15th of the month following the month for which Sub-grant Recipient is seeking payment. Invoices shall list the hours worked during the month by individual project element and shall be accompanied by a one-page narrative report detailing Sub-grant Recipient's activities and accomplishments for the period covered by the invoice.

301 FISCAL CONTROLS

301.1 Sub-grant Recipient agrees to maintain their books and records in accordance with Generally Accepted Accounting Principles, (GAAP), so as to be able to satisfactorily account for all monies spent under this Agreement.

301.2 In no case shall Sub-grant Recipient be paid in advance of work performed or services rendered.

301.3 Agreement Contingent Upon CSBD's Receipt of Funds

Sub-grant Recipient agrees and understands that funds allocated to the Sub-grant Recipient under this Agreement or any amendment hereto are contingent upon CSBD's receipt of the federal grant funds under which this Agreement is funded. CSBD, therefore, reserves unto itself the right to unilaterally deobligate or amend Sub-grant Recipient's budget based upon the funds awarded to CSBD or if necessary, to suspend or terminate this Agreement instantaneously and as may be necessitated by CSBD's funding levels. Any deobligation or amendment to the funds allocated under this Agreement, shall be effective upon notification to the Sub-grant Recipient by CSBD.

302 Compliance with the Uniform Guidance

Sub-grant Recipient agrees to comply with the Uniform Guidance at 2 CFR 200 et seq.

303 Debarment and Suspension

Sub-grant Recipient certifies that they are not on the list of entities on the federal debarment and suspension list and agrees to execute the Debarment and Suspension certification attached to this Agreement.

END OF ARTICLE III

ARTICLE IV

STATUTORY AND REGULATORY REQUIREMENTS

400 Political Activity

400.1 Application of the Hatch Act

None of the funds or services under this Agreement shall be used for any partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) or the Federal Election Campaign Act, as amended (2 USC section 431).

400.2 Prohibition Against Acting as a Spokesperson for CSBD

Sub-grant Recipient may not, at any time, engage in partisan political activities in which Sub-grant Recipient represents himself/herself as a spokesperson for CSBD or the program funded under this Agreement.

400.3 Application of the Byrd Anti-Lobbying Amendment (31 U.S.S 1352)

Sub-grant Recipient certifies that it will not and has not used federal funds to pay any person or organization to influence or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Sub-grant Recipient agrees to disclose any lobbying with non-Federal funds in connection with obtaining any federal award.

401 Religious Activity

401.1 Prohibition Against Religious Activity

There shall be no religious worship, instruction, or proselytizing as a part of or in connection with the performance of Sub-grant Recipient's obligations under this Agreement.

401.2 Prohibition Regarding Use of Funds for Religious Activities

Sub-grant Recipient shall not use any funds received under this Agreement in support of any religious activity or anti-religious activity.

402 Non-Discrimination

402.1 Title VI and Title VII of the Civil Rights Act

Sub-grant Recipient agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended.

402.2 Executive Order 11245

Sub-grant Recipient agrees to comply with Executive Order 11246 as amended by Executive Order 11375 as well as with section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended.

402.3 The Age Discrimination Act

Sub-grant Recipient agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.).

402.4 Section 504 of the Rehabilitation Act

Sub-grant Recipient agrees to comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended.

402.5 Title IX of the Education Amendments

Sub-grant Recipient agrees to comply with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.).

402.6 The Americans with Disabilities Act

Sub-grant Recipient agrees to comply with Title III of the Americans with Disabilities Act (42 U.S.C. § 12181 et seq.).

402.7 WIOA Section 188

Sub-grant Recipient agrees to comply with WIOA §188 and the regulations promulgated thereunder.

402.8 Faith Based

Sub-grant Recipient agrees to assure Equal Treatment for Faith Based Organizations. 29 CFR 2, Subpart D.

402.9 Complaint Procedures

Sub-grant Recipient agrees to be governed by the discrimination complaint and compliance requirements as set forth in 29 CFR parts 31, 32 and 34 with respect to discrimination and equal opportunity requirements.

402.10 Non-Discrimination Complaints

Sub-grant Recipient agrees to adhere to the CSBD grievance procedures.

403 Communications, Program Names, Signage, Publicity and Publication

403.1 Publication of Program Results

Sub-grant Recipient may not undertake any publicity or publish for public consumption any results or information about CSBD programs or activities without prior review by the CSBD President/CEO.

403.2 Public and Media Outreach Approval

All public and media outreach and marketing materials such as but not limited to brochures, flyers, articles, presentations, electronic communiqués, promoting or regarding CSBD must be coordinated with and approved by the CSBD President/CEO.

403.3 Coordination of Communications

Communications, oral or written, between Sub-grant Recipient and the CSBD governing boards shall be initiated through contact with the CSBD President/CEO prior to making any contact with the members of the CSBD governing boards.

404 SubSub-grant Recipients

404.1 Prohibition Against Assignment and Subcontracting

Sub-grant Recipient shall not assign, delegate, subcontract or in any way transfer any of its rights or responsibilities or any part of the work or services to be provided for under this Agreement without CSBD's prior written approval.

404.2 Subcontracts Must Be in Writing

Services approved for subcontracting shall be specified by a written Agreement and shall be subject to each provision of this Agreement. A copy of the subcontract shall be provided to CSBD upon execution.

404.3 Subcontracts Subject to Applicable Laws

All subcontracts shall be subject to the federal, state, and local laws and regulations governing the grant funds awarded to Sub-grant Recipient under this Agreement.

404.4 Subcontracts Subject to Procurement Requirements

Selection of SubSub-grant Recipient(s) is subject to the procurement requirements described in this Agreement.

405 Notice

405.1 Notice to CSBD

All notices required to be given to CSBD under this Agreement shall be sufficient when hand delivered or mailed to CSBD at its office located as stated on page one (1) of this Agreement and addressed to the CSBD President/CEO.

405.2 Notice to Sub-grant Recipient

All notices required to be given to the Sub-grant Recipient under this Agreement shall be sufficient when hand delivered or mailed to the Sub-grant Recipient at its office located as stated on page one (1) of this Agreement.

405.3 Notice of Actions Involving SubSub-grant Recipients

Sub-grant Recipient shall give CSBD immediate notice in writing of any action or suit filed, or of any claim made against Sub-grant Recipient by any one-stop partner, SubSub-grant Recipient or vendor which in the opinion of the Sub-grant Recipient may result in litigation, related in any way to this Agreement.

406 Integration

406.1 Exhibits

The parties agree and understand that the words and figures contained in the following list of documents are incorporated by reference unless otherwise noted, and are as fully a part of this Agreement as if such documents were set forth verbatim and at length herein.

- a. Exhibit A – State Assurances and Certifications. This exhibit is attached to the Agreement.
- b. Exhibit B – Drug Free Workplace Certificate. This exhibit is attached to the Agreement.
- c. Exhibit C – Debarment Form. This exhibit is attached to the Agreement.
- d. Exhibit D – Lobbying Form. This exhibit is attached to the Agreement.
- e. Exhibit E – Lobbying Certification Form. This exhibit is attached to the Agreement.
- f. Exhibit F - Certification Regarding Environmental Tobacco Smoke. This exhibit is attached to the Agreement.
- g. EXHIBIT G - 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.
- h. Exhibit H - Immigration and naturalization service regulations for employers and employees Public Law 107 -124 and 107-125. Statutes and regulations applicable to this Agreement. Exhibit H is a public law and is not attached to this Agreement.

407 Vested Powers

All powers not explicitly vested in the Sub-grant Recipient by this Agreement will remain with CSBD.

408 Termination

408.1 Termination Conditions

- a. CSBD or Sub-grant Recipient may request a termination for convenience upon thirty (30) days prior written notice to the other or such shorter period as may be mutually agreed to by the parties. Sub-grant Recipient will be entitled to receive compensation for services performed in accordance with the conditions set forth herein through the date of termination. CSBD shall not be liable for payment for services incurred by the Sub-grant Recipient after the effective date of termination of the Agreement.
- b. CSBD may immediately terminate this Agreement if for any reason either the federal government or the State of Florida fails to provide CSBD with the grants under which this Agreement is funded.
- c. CSBD may terminate this Agreement at any time that the CSBD authorized representative, which shall be the President/CEO, determines that:
 - i. Sub-grant Recipient has failed to comply with any of the provisions contained in this Agreement, or
 - ii. Sub-grant Recipient has failed to perform in whole or in part under this Agreement or has failed to make sufficient progress so as to endanger Sub-grant Recipient's performance of their obligations under this Agreement; or
 - iii. Sub-grant Recipient has failed to comply with the Statutes or Regulations applicable to this Agreement; or,
 - iv. If, after being provided a period for corrective action for a deficiency noted under this Agreement Sub-grant Recipient has failed to take corrective action within the period prescribed by CSBD.
 - v. Sub-grant Recipient has taken an action, which in the opinion of the CSBD President/CEO, jeopardizes the program or the funds made available under this Agreement.

- vi. Sub-grant Recipient has employed illegal aliens in violation of the Immigration and Nationality Act, 8 U.S.C. 1324(a).

408.2 Payments Due Sub-grant Recipient in the Event of a Termination

In the event of a termination, the Sub-grant Recipient shall be paid for services rendered up to the date of termination however, from the amount due there shall be deducted:

- a. All advances or other payments on account made to the Sub-grant Recipient which are applicable to the terminated portion of this Agreement; and
- b. Any credits, discounts or overpayments.
- c. Any claim which CSBD may have against the Sub-grant Recipient in connection with this contract or any other prior Agreement; and
- d. Any outstanding questioned or disallowed costs attributable to the Sub-grant Recipient arising out of an investigation, monitoring report or audit of this Agreement or any other Agreement Sub-grant Recipient had with CSBD; and

408.3 Sub-grant Recipient Liability

In the event of a termination for cause, Sub-grant Recipient shall be liable to CSBD for damages sustained by CSBD by virtue of any breach of the Agreement by the Sub-grant Recipient including court costs and reasonable attorney's fees.

409 Maintenance of Effort

409.1 Prohibition Against Displacement

Employment funded under this Agreement shall only be in addition to employment, which would otherwise be financed by the Sub-grant Recipient without assistance under this Agreement.

409.2 Maintenance of Effort Assurance

- a. To assure maintenance of effort the program funded by this Agreement:

- i. Shall result in an increase in workforce opportunities over those, which would otherwise be available.
- ii. Shall not result in the displacement of currently employed workers by either a participant or an individual employed to carry out the obligations under this Agreement, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.
- iii. Shall not impair current contracts for services or collective bargaining Agreements or result in the substitution of federal funds made available by this Agreement to subsidize work that would otherwise be performed by the Sub-grant Recipient.
- iv. Shall not create a job in a promotional line for either a participant or an individual employed to carry out the obligations under this Agreement, which will infringe in any way upon the promotional opportunities of a currently employed individual.

409.3 Participant Placement

- a. No participant shall be employed or job opening filled with an individual whose salary is funded by this Agreement when any other individual is on lay-off from the same or any substantially equivalent job.
- b. No participant shall be employed or job opening filled with an individual whose salary is funded by this Agreement when the employer/Sub-grant Recipient has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant or employee whose wages are subsidized by WIOA or paid for with WIOA funds.

409.4 Relocation

Sub-grant Recipient shall not use any of the funds under this Agreement to encourage, or induce the relocation of an establishment. Sub-grant Recipient shall not enter into any Agreement or relationship with a relocated establishment for the conduct of customized or skill training, on the job training, or company specific assessments of job applicants for a period of one hundred and twenty (120) days after the establishment has opened its doors for business with the general public. Establishments include successors in interest. Violations of this section shall result in double damages to be repaid to CSBD.

410 Davis Bacon Wages

Sub-grant Recipient agrees to comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the applicable US DOL regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

411 Copeland Anti-Kickback Act

Sub-grant Recipient shall comply with the requirements of the Copeland Anti-Kickback Act (40 U.S.C. 3145), and the applicable US DOL regulations (29 CFR Part 3, "Sub-grant Recipients and SubSub-grant Recipients on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

412 Prohibition Against Unallowable and Criminal Activities

412.1 Unallowable, Fraudulent and Criminal Activities

Sub-grant Recipient shall not embezzle, willfully misapply, steal or obtain by fraud any moneys, funds, assets or property which are the subject of this Agreement or amendments hereto. If Sub-grant Recipient violates this provision, Sub-grant Recipient shall be required to refund all monies and shall be subject to the sanctions of the Act and to the criminal provisions of Title 18 of the United States Code §665. Sub-grant Recipient shall also be subject to the immediate suspension of payments and/or termination of this Agreement.

412.2 Prohibition Against Solicitations and Gratuities

Sub-grant Recipient certifies that neither they nor any of their officers or employees have tendered, or solicited gratuities, favors or anything of monetary value, from any CSBD employee or governing board member or otherwise exerted any undue influence in the selection process or award of this contract.

412.3 Prohibition Against the Payment of Fees

Sub-grant Recipient agrees that they will not use any of the funds under this Agreement for the payment of a fee in connection with the placement or referral of a WIOA participant to training.

413 Child Labor Laws and the Pro Children Act

413.1 Child Labor Laws

Sub-grant Recipient shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Agreement.

413.2 Pro-Children Act

Sub-grant Recipient agrees to comply with the Pro-Children Act 20 U.S.C. 6083.

414 Collective Bargaining Agreements

Sub-grant Recipient agrees to comply with and shall not violate the terms and conditions of any collective bargaining Agreement in effect and applicable to this Agreement during the course of this Agreement.

415 Unions

Sub-grant Recipient shall not use any funds under this Agreement to assist, promote, or deter union organizing.

416 Health and Safety Standards

Sub-grant Recipient shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 et seq., and 29 CFR part 5.

417 Certification Regarding Environmental Tobacco Smoke

Sub-grant Recipient agrees to comply with the Certification Regarding Environmental Tobacco Smoke.

418 Insurance and Bonding

The Sub-grant Recipient shall maintain the insurance and bonding specified below during the term of this Agreement.

418.1 Third Party Liability

Third Party General Liability Insurance on a negligence basis, including injuries and accidental death to any person in an amount not less than three hundred thousand dollars (\$300,000.00) and subject to the same limit for more than one (1) person in an amount not less than one hundred thousand dollars (\$100,000.00) on account of one (1) accident.

418.2 Fidelity Insurance or Honesty Bond

Sub-grant Recipient shall secure Fidelity Insurance or an Honesty Bond to cover fraud or employee dishonesty, in the amount awarded under this contract.

418.3 Property

Sub-grant Recipient shall provide insurance coverage for all property purchased with CSBD funds to cover loss or damage to the property.

418.4 Non-Owner Coverage

Sub-grant Recipient shall maintain non-owner vehicle insurance coverage and shall name CSBD as an additional insured.

418.5 Directors and Officers, Employment Practice Liability and Errors and Omission Coverage

Non-governmental Sub-grant Recipients shall maintain Directors and Officers Liability Insurance, which shall include Employment Practice Liability and Errors and Omission Coverage. Coverage shall be in the amount of at least one million dollars (\$1,000,000.00).

418.6 Certificates of Insurance

The Sub-grant Recipient shall make Certificates of Insurance and Bonding available to CSBD, prior to commencing operations under this Agreement. The certificates must indicate that Sub-grant Recipient has obtained insurance and bonding in the amounts, types and classifications specified in this section. All insurance coverage required by CSBD under this Agreement shall list CSBD as an additional insured under the policy. In the event the policy is cancelled CSBD shall have the right to cancel this Agreement.

419 Independent Sub-grant Recipient

419.1 This Agreement Does Not Create an Agency or Employment Relationship

Sub-grant Recipient agrees that Sub-grant Recipient is an independent Sub-grant Recipient and no provision of this Agreement shall be construed as creating an agency or employment relationship between CSBD and Sub-grant Recipient or Sub-grant Recipient's employees.

419.2 Sub-grant Recipient Responsible for Acts of Employees

Sub-grant Recipient agrees that they are responsible for the actions of its representatives, employees, and instructors with regard to all aspects of Sub-grant Recipient's program including, but not limited to, program implementation, the certification and submission of time and attendance records, invoices, submission and verification of financial reports, and maintenance of records.

420 Indemnification

420.1 Sub-grant Recipient shall at all times hereafter indemnify, hold harmless and, at CSBD's option, defend or pay for an attorney selected by CSBD to defend CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, caused by a negligent act or omission of Sub-grant Recipient, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CSBD any sums due Sub-grant Recipient under this Agreement may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

420.2 In addition to other indemnification and assumption of liability agreed to herein, Sub-grant Recipient shall be responsible for the cost of legal defense awards, damages, penalties and/or fines for claims brought against Sub-grant Recipient and also naming CSBD for acts of commission and/or omissions on the part of the Sub-grant Recipient in relation to employees, consultants, agents or persons providing goods and/or services under this Agreement to Sub-grant Recipient.

420.3 Rights and Remedies Not Waived

No payment by CSBD to Sub-grant Recipient shall be construed as a waiver of any breach or default in the performance of any condition under this Agreement 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 express or implied, to such breach or default, be construed as assent to any succeeding breach or default.

421 Conflict of Interest and Code of Conduct

421.1 Compliance with Federal Conflict Rules

Sub-grant Recipient certifies that Sub-grant Recipient is in compliance with the WIOA and state conflict of interest restrictions.

421.2 Code of Conduct

Sub-grant Recipient agrees to abide by CSBD's Code of Conduct or with its own Code of Conduct so long as it meets the minimum standard set forth in the Uniform Guidance at 2 CFR 215.42.

421.3 Avoidance of Purchasing Conflicts

Neither Sub-grant Recipient nor any individual whose salary is funded in whole or in part under this Agreement, or who is responsible for carrying out the obligations under this Agreement, shall enter into a contract, and/or purchase goods, and/or services with funds made available under this Agreement from an individual related to Sub-grant Recipient or Sub-grant Recipient's employees.

421.4 Expert Witness Prohibition

Sub-grant Recipient agrees that none of its officers or employees shall during the term of this Agreement serve as an expert witness against CSBD, 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 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.

421.5 Conflict Rules Applicable to Sub-grant Recipients

In the event Sub-grant Recipient is given written authorization from CSBD to utilize Sub-grant Recipients to perform any services required by this Agreement Sub-grant Recipient agrees to prohibit such Sub-grant Recipients by written contract, from having any conflicts as within the meaning of this section.

422 Nepotism

422.1 Nepotism in Employment

- a. Sub-grant Recipient may not hire a person in an administrative capacity, staff position, or on-the-job training position funded under the Act if a member of that person's immediate family is employed in an administrative capacity for CSBD or the Sub-grant Recipient. Sub-grant Recipient shall make full disclosure regarding any procurements which are not arm's length including small business purchases, and may not enter into any Agreements or make purchases without CSBD's approval where a conflict of interest, or the appearance of a conflict of interest exists or the purchase is not arm's length and involves a family member as described herein, or a business partner or related company.
- b. No individual whose salary is funded in whole or in part under this Agreement, or who is responsible for carrying out the obligations under this Agreement shall appoint, employ, advance, or advocate for the appointment, employment, promotion, or advancement in or to a position with the Sub-grant Recipient's organization or a member of that individual's immediate family.

422.2 Definition of Immediate Family Member

Immediate family member for purposes of this section shall mean a wife, husband, son, daughter, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, mother, father, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, grandchild, half-brother, half-sister and first cousin.

423 Governing Laws

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

424 Compliance with the Clean Air Act, and the Federal Water Pollution Control Act

To the extent this contract is funded in excess of one hundred thousand dollars (\$100,000.00) of federal funds Contactor shall comply with the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C.1251 et seq., as amended.

425 Energy Policy and Conservation Act

Sub-grant Recipient agrees to comply with the Energy Policy and Conservation Act, 12 USC 6201 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].

426 Resource Conservation and Recovery Act, 42 USC 6962.

Sub-grant Recipient agrees to comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 USC 6962.

427 Trafficking Victims Protection Reauthorization Act of 2013

Sub-grant Recipient agrees to comply with the Trafficking Victims Protection Reauthorization Act of 2013 (Title XII of the Violence Against Women Reauthorization Act of 2013). Sub-grant Recipient may not 1) engage in severe forms of trafficking in persons during the term of this Agreement or 2) Procure a commercial sex act during the term of this Agreement or 3) use forced labor in the performance of this Agreement.

428 Veteran's Priority

Sub-grant Recipient agrees to comply with the Veteran's Priority Provisions 38 U.S.C. 4215, the regulations 20 CFR part 1010 and U.S. DOL Training Employment Guidance Letter (TEGL) No. 10-09 (November 10, 2009) which requires a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services.

429 E-Verify

Contractor agrees to comply with Florida Statutes 448.095 and shall:

- a. Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors,
- b. Not employ, contract with, or subcontract with an unauthorized alien,
- c. Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits.

430 Prohibition on certain telecommuting and video surveillance services or equipment 2 CFR 200.216

a. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country."

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

431 Statutory and national policy requirements 2 CFR 200.300

- a. The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.
- b. The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310

432 Domestic Preferences for Procurements

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

433 Procurement of Recovered Materials

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

END OF ARTICLE IV

ARTICLE V

PROGRAM REQUIREMENTS

500 Access to Records

500.1 Availability of Records

- a. At any time during the term of this Agreement, or at any time during the record retention period following termination of this Agreement, Sub-grant Recipient shall permit the Secretary of Labor, Comptroller General, the Governor, CSBD or their designated representatives to monitor, conduct on site evaluations, audits, and investigations, to ensure compliance with the terms of the Agreement and amendments hereto.
- b. Sub-grant Recipient shall make original and/or certified copies of all records, related to this Agreement, such as but not limited to fiscal records, invoices, payroll records, personnel files, reports, plans, documents, maps or other data used, produced, or developed by Sub-grant Recipient pertaining to the program funded by this Agreement or amendment hereto, available to CSBD, the Comptroller, General of the United States, the federal government and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, review, investigation, survey or examination, even though, the Sub-grant Recipient may at the time of the request no longer be a sub-recipient of CSBD.
- c. Sub-grant Recipient agrees that when requested, Sub-grant Recipient shall furnish any requested records to CSBD within ten (10) days of the request. Failure to comply may result in CSBD's withholding Sub-grant Recipient's reimbursement until such time that the Sub-grant Recipient complies with the request.

500.2 Upon request by CSBD provide CSBD with a copy of any requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as set forth in the Florida Statutes.

Ensure that public records that are exempt or confidential and public records disclosure requirements are not disclosed except as

authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining 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, , 2890 W. CYPRESS CREEK ROAD, FORT LAUDERDALE, FL 33309 OR publicrecords@careersourcebroward.com

500.3 Access to Records Prior to Funding

Upon demand and/or within thirty (30) days prior to funding Sub-grant Recipient shall allow CSBD to evaluate Sub-grant Recipient's fiscal and personnel systems in order to be assured of Sub-grant Recipient's capability to manage the program or project funded by this Agreement.

501 Record Retention

501.1 Five Year Retention Requirement

Sub-grant Recipient shall keep copies of all participant and fiscal records pertaining to this Agreement or any amendment hereto for five (5) years following the expiration of this Agreement. However, if any audit, claim, litigation, negotiation or other action involving

this Agreement or amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

501.2 Commencement of the Record Retention Period

The retention date of records shall commence with the termination of this Agreement or any amendment hereto.

502 Audit

502.1 Requirement to Audit

- a. Sub-grant Recipient shall provide for the conduct of an external audit of the program funded by this Agreement if the total aggregate expenditures of federal funds received from any source total seven hundred and fifty thousand dollars (\$750,000.00) or more in any fiscal year.
- b. The audit shall be conducted in accordance with the provisions of the Uniform Guidance 2 CFR 200 Subpart F.
- c. Audits shall be organization wide as required by the Uniform Guidance.

502.2 Period of Performance

- a. Audits must be conducted, completed, and submitted within nine (9) months after the end of the audit period or within thirty (30) days of the receipt of the Audit Report whichever comes sooner.
- b. Failure to submit an Audit Report, as required, may result in the withholding of payments due Sub-grant Recipient under this or any other Agreement with CSBD.

502.3 Disallowed and Questioned Costs

- a. Sub-grant Recipient shall be liable to CSBD for any disallowed or questioned costs that Sub-grant Recipient or CSBD incurs as a result of Sub-grant Recipient expending funds in violation of this Agreement or in violation of the applicable federal, state or local statutes, regulations, rules, policies, or procedures.

- b. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to CSBD by Sub-grant Recipient within thirty (30) days of the issuance of the report.
- c. Sub-grant Recipient agrees to be subject to the monitoring, review and audit resolution procedures established by CSBD, the State of Florida or the applicable federal agency and to cooperate with CSBD in the event that resolution cannot be achieved at CSBD's level.
- d. CSBD's failure to promptly discover or demand payment for questioned or disallowed costs will not relieve Sub-grant Recipient from their obligation to repay the disallowance or questioned cost at the time of identification or demand.
- e. Sub-grant Recipient may with the written approval of CSBD and the State of Florida, substitute allowable uncharged costs or in-kind contributions, made from non-federal sources to support the program funded by this Agreement, to stand in for a disallowed or questioned cost. Such contributions or in-kind payments must have been documented in Sub-grant Recipient's fiscal books of account as required by the federal rules. The expenditure must be supported by the Sub-grant Recipient's independent Audit Report. The uncharged costs must have been incurred in the same title, cost category, and program year as the costs, which they are proposed to replace.
- f. The expiration of the contract shall not affect CSBD's, the state's, or any federal agency's right to audit, disallow, or question a cost, or Sub-grant Recipient's obligation to repay the cost.
- g. In the event of the voluntary or involuntary dissolution of Sub-grant Recipient's organization Sub-grant Recipient shall inform CSBD, within twenty-four (24) hours of Sub-grant Recipient's knowledge of its intent to dissolve or of the involuntary dissolution of their organization, and prior to actual dissolution, agrees to allow CSBD to arrange for an immediate audit of Sub-grant Recipient's organization. CSBD may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Agreement so that an immediate audit may be performed.
- h.

503 Amendments

503.1 Requests for Amendments

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

503.2 Time for Requesting Amendments

Sub-grant Recipient may request an amendment to their Agreement one (1) time per program year quarter. The deadline for the last request shall be May 15th for each year this Agreement is in effect.

503.3 CSBD's Unilateral Rights to Amend

Sub-grant Recipient agrees that CSBD may unilaterally amend this Agreement to conform to changes in any federal or state statute, regulation, or policy which is applicable to the program funded by this Agreement or any amendment hereto.

504 Copyrights, Patents, Rights in Data, Inventions

504.1 Non-Exclusive Use and License

- a. Sub-grant Recipient agrees that CSBD, the state and the federal government shall have a royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use a copyright or patent or rights in data in any work, or invention developed in whole or in part with contract funds or purchased with contract funds
- b. CSBD may utilize products as described in paragraphs "a" above in conjunction with fee for service activities developed or operated by CSBD.
- c. Sub-grant Recipient agrees to comply with this section regardless of whether or not a copyright or patent has been secured or applied for in connection with the materials, products, rights in data, intellectual property or other similar

materials or part thereof developed in whole or in part with funds made available under this Agreement.

- d. Any breach of this section shall entitle CSBD to damages at least equal to the fair market value of the materials, products, rights in data, intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

504.2 Rights to Inventions

Sub-grant Recipient agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency, as applicable.

505 Prior Agreements

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

506 Buy American

Any equipment or goods to be purchased under this Agreement shall be purchased in accordance with the Buy American Act P.L. 103-333 §507.

507 Drug Free Workplace

Sub-grant Recipient certifies that it is in compliance with the Drug Free Workplace Act of 1988 41 U.S.C. 701 et seq., and all state and federal implementing regulations.

508 Headings

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

509 Agreement Term

509.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on September 30, 2023.

509.2 This Agreement may be renewed for an additional two, one-year terms subject to performance and CSBD approval as follows:

- a. Renewal period number 1: October 1, 2023 – September 30, 2024
- b. Renewal period number 2: October 1, 2024 – September 30, 2025

END OF ARTICLE V

EXECUTION PAGE

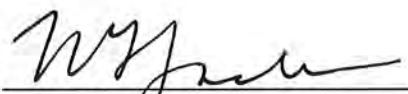
IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

Workforce Guidance Associates, LLC, signing by and through its _____ (Title of Individual authorized to sign) and CSBD signing by and through its President/CEO, following Board Action on the 25th of August 2022.

AS TO WORKFORCE GUIDANCE ASSOCIATES, LLC:

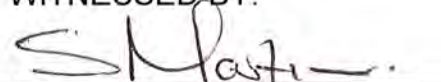
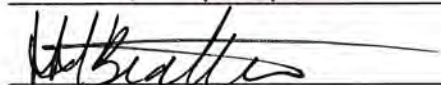
WITNESSED BY:

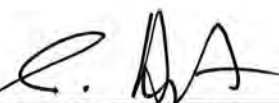
 _____ L.S.
 _____ L.S.

By:  _____
(Signature)
Printed Name: Nadine G. Jackson
Title: One Stop Operator
Date: 4/25/23

AS TO CAREERSOURCE BROWARD

WITNESSED BY:

 _____ L.S.
 _____ L.S.

By:  _____
(Signature)
Printed Name: CAROL HYLTON
Title: President/CEO
Date: 4-25-23

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

BY:  _____
Rochelle J. Daniels
General Counsel