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Mayor, City of Pembroke Pines
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Broward Workforce
Development Board, Inc.

Mason C. Jackson
President/CEO
CareerSource Broward

July 12, 2018

Mr. Vaughn Stertzbach
First Staff, Inc. d/b/a
EmpHire Staffing, Inc.
8320 West Sunrise Boulevard, Suite 108
Plantation, FL 33322

Re: Vendor Agreement 2018-2019-Vendor-12000

Dear Mr. Stertzbach:

Enclosed please find a fully-executed copy of the above referenced agreement signed by the CSBD President/CEO.

Sincerely yours,

Rochelle Daniels
General Counsel

RJD/kar

Enclosure

CareerSource Broward
Administrative Office
2610 West Oakland Park Boulevard
Oakland Park, FL 33311
P: 954.202.3830 | F: 954.497.1588

VENDOR AGREEMENT 2018-2019-Vendor-12000

CFDA NO.'S

93.588 WTP

17.258 WIA Adult

17.275 WIA Dislocated Worker

17.259 WIA Youth

17.207 WP

10.561 FSET

17.804 LVER

17.225 UC

CONTRACT

BETWEEN

FIRST STAFF, INC. D/B/A EMPHIRE STAFFING, INC. (VENDOR)

AND

CAREERSOURCE BROWARD

This Agreement dated the 29th day of June, 2018 is between CareerSource Broward ("CSBD"), located at 2610 Oakland Park Blvd., Oakland Park, FL 33311, and First Staff, Inc. d/b/a EmpHire Staffing, Inc., hereinafter referred to as "Contractor," with offices at 8320 West Sunrise Boulevard, Suite 108, Plantation, FL 33322.

WHEREAS, CSBD requires certain Human Resources, Staffing, and Workforce Management Services that Contractor is in the business of providing, and both CSBD and Contractor agree to the terms and conditions set forth in this Agreement (the "Agreement").

Contractor's Duties and Responsibilities

1. Contractor will:

- A. Recruit, interview, screen, assess, and assign to CSBD qualified individuals that are employees of First Staff, Inc. (referred to as "CSBD Associates") to fill professional and administrative positions specified by CSBD and to perform work associated with the operation of the one-stop career centers in Broward County, Florida.
- B. Conduct background checks, including but not limited to, FDLE Criminal background checks, reference checks, education verification, motor vehicle history checks and drug screenings.
- C. Coordinate the work schedules, and direct and control the performance of all CSBD Associates.

- D. Pay all CSBD Associates' wages through automatic deposit in the bank of the employee's choice or through a payroll bank debit and ATM card ("paycard"), and provide certain employee benefits, including health insurance.
- E. Report, withhold, and pay all statutory payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving CSBD Associates.
- F. Make books and records accessible to CSBD in Broward County for monitoring time worked by CSBD Associates, wages, payroll, required withholdings, and other benefit payments.
- G. Shall utilize the CSBD Personnel Handbook rules and regulations for individuals employed to provide CSBD services.
- H. Provide CSBD with wage reports, benefit reports, and other related reports as necessary or upon request.
- I. Obtain and maintain insurance coverage as required in this Agreement.
- J. Provide CSBD Associates appropriate information, guidelines, and training with respect to the personnel policies, and safety to minimize Workers Compensation liability.
- K. Require CSBD Associates who need to drive as a condition of their assignment to complete all required forms and submit proof of insurance. Contractor shall provide a list to CSBD on a monthly basis of individuals authorized to drive and shall require those individuals to complete the CSBD mileage form in order for the individual to be reimbursed for their travel.
- L. Require CSBD Associates to adhere to policies and procedures related to internal controls applicable to the award of bus passes, gas cards, clothing vouchers and other related support services.
- M. Coordinate with the CSBD Human Resources Department to schedule new hires for "Tier I Certification" training. Contractor shall inform new hires in writing (through the Associate Handbook) that the certification is a condition of their employment and if the certification is not attained within six (6) months of their hire date, they will be terminated.
- N. Coordinate the collection of mileage, parking, and tolls in accordance with a process agreed to between the parties and submitting the same to CSBD for reimbursement and establishing a prior approval process for employees who might incur other incidental costs related to their employment for which they may request reimbursement.

- O. Prior to taking any kind of written disciplinary action including termination Contractor agrees to contact and inform the CSBD Vice President of Human Resources. If a supervisor violates this protocol and contacts Contractor directly, Contractor will redirect the supervisor to the Center Manager.
- P. Contractor will deliver twelve (12) safety trainings by scheduling one training each quarter in each of the centers. Staff participation in the training will be documented via an attendance sheet to be submitted to the Center Manager.

CSBD Duties and Responsibilities

2. CSBD will:

- A. Be responsible for its business operations, performance, service delivery outcomes, and intellectual property.
- B. Properly supervise, control, and safeguard its premises and physical facilities, work processes and/or systems to ensure the general security and safety of CSBD Associates, and their ability to produce or deliver the outcomes required.
- C. Provide CSBD Associates appropriate information, guidelines, and training with respect to federal and state grants implementation.
- D. Ensure that only CSBD Associates that are trained on the proper controls and policies be permitted to have access to gas cards, clothing vouchers, bus passes, and other related support services.
- E. Ensure that no CSBD Associates' job duties are materially changed without advance notice to and without the prior expressed approval of Contractor.

Nature of Relationship

- 3. The services that Contractor will render to CSBD under this Agreement will be as an Independent Contractor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between Contractor and CSBD. Neither party shall have authority to make purchases, create expense, or make any obligation on behalf of the other party, beyond what is specifically provided in this Agreement.
- 4. CSBD Associates shall be the sole and exclusive employees of Contractor. During the term of this Agreement, all CSBD Associates will receive wages only from Contractor and Contractor will issue a form W-2 to each CSBD Associate for wages earned during the calendar year (or part hereof) for work performed at the request of CSBD. Each CSBD Associate will be required to comply with the employment policies and standards set forth in a Contractor approved Associate Handbook prepared for CSBD operations. Under this Agreement, Contractor has full right and authority to discipline and/or terminate any CSBD Associate.

5. CSBD shall have the right to request the removal and/or termination of assignment of any CSBD Associate for cause or for any lawful reason and Contractor shall comply with any such request and shall replace any such CSBD Associate with a qualified and acceptable individual at the earliest practical time.

Rates and Terms

6. Contractor will provide the staff necessary to operate the CSBD One Stop Centers up to the number of staff approved by CSBD. From the date of the signing of this Agreement CSBD will pay Contractor a professional service fee of Sixty Six Dollars and fifty Cents (\$66.50) per employee per pay period through June 30, 2019 and all extension/renewal periods. In addition, CSBD will reimburse Contractor for the cost of the Employer contribution for employee Health Insurance, criminal background checks, drug screenings, and other employee benefits as agreed to between the parties, that are provided to staff hired by Contractor to staff the one-stop centers.

Contractor shall be responsible for all one-stop center employee payroll costs including:

- A. Base wages or salary, bonuses or incentive pay, overtime, and paid holidays and leave time as approved by CSBD.
- B. Statutory Federal Payroll Taxes paid by the employer, including contributions to Social Security, Medicare and Federal Unemployment Insurance.
- C. State Unemployment Insurance.
- D. Workers' Compensation Insurance premiums

CSBD shall be responsible for reimbursing Contractor for these costs as described herein.

7. The Payroll costs and employee benefit expense rates applicable to CSBD Associates and in effect at the time this Agreement is executed are set forth in Exhibit A to this Agreement. Contractor's invoices will include supporting documentation detailing the cost of all wages, and Payroll Costs, benefits and withholding comprising the payroll to CSBD Associates by employee and funding stream.
8. Contractor will submit invoices to CSBD bi-weekly and CSBD shall pay all invoices within thirty (30) days of the invoice date. If a portion of any invoice is disputed, CSBD will notify Contractor of such dispute within ten (10) days of receipt of the Invoice and will pay the undisputed portion timely while seeking resolution of the dispute. If CSBD pays any invoice thirty (30) days or more after the invoice date CSBD shall be responsible for an additional service fee of \$1,282.81. Contractor may separately invoice CSBD for payroll, employee health benefits and travel reimbursement expenses to minimize the invoice processing time. To assist in the preparation of invoices One-Stop staff will be instructed as follows:

- A. All staff shall be expected to complete their time sheet and submit it to their supervisor for signature at close-of-business on the last Friday of the pay period.
 - B. Time cards must indicate that it was signed at the end of the workday at 5 p.m.
 - C. Time sheets will be reviewed by the One-Stop Center Manager and submitted to Contractor by 10 a.m. the Monday after the pay period ends.
 - D. Contractor shall inform staff in writing that those who do not submit an accurately completed timecard in accordance with the above schedule will not receive their paycheck until the next pay period. This information shall be included and made a part of the orientation package for new employee.
9. Payment for Disaster Relief Temporary Workers shall be in accordance with the above except as provided for on **page 18, Section 4** below.
10. Both parties have received or will receive information that is proprietary to or confidential to the other party or its affiliated companies or agencies. In addition, CSBD may have access to personal and confidential information (such as Social Security numbers) on CSBD Associates. Both parties agree to hold all such information and the terms of this Agreement, including Exhibit A thereto, in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law.
11. In accordance with State requirements, Contractor shall require all staff to sign a Confidentiality Agreement related to information which they will be able to access regarding program participants and employers. This shall be done upon hire and thereafter, each year. Contractor agrees to immediately terminate any individual refusing to sign the Confidentiality Agreement required by the State.

Indemnification and Limitation of Liability

12. Contractor shall at all times hereafter indemnify, hold harmless, and at CSBD's option, defend or pay for an attorney selected by the County Attorney to defend CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys fees, court costs and expenses, caused by a negligent act or omission of the Contractor, 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 Contractor under this Agreement may be retained by CSBD until all of WorkForce One's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to special fees, markups or interest payments on the part of CSBD.

13. Neither party shall be liable for or required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, business interruption or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
14. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within fifteen (15) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
15. The provisions in paragraphs 11 through 14 of this Agreement constitute the complete Agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Insurance

16. Contractor agrees to maintain the insurance required by this Agreement in full force and effect throughout the term of the Agreement. Contractor will provide CSBD Certificates of Insurance, including all endorsements required herein and to keep such certificates current during the entire term of this Agreement. If the proposer fails to maintain insurance as specified in paragraph 20 of this Agreement, CSBD may terminate this Agreement upon twenty-four (24) hours written notice, in accordance with paragraph 21 hereof.
17. All insurance policies required by this Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000, which deductible shall be subject to approval by the CSBD. Contractor shall be solely responsible for reimbursement of any deductible to the insurer.
18. The policy or policies of insurance required by this Agreement must be issued by an insurer licensed to do business in the State of Florida. If the carrier is a non-admitted carrier in the State of Florida, CSBD retains the right to approve or reject the carrier after a review of the company's performance and financial ratings. The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as applicable to this project as set forth below:

Coverage	Minimum Limits
Commercial General Liability to include Broad Form Property Damage Endorsement and Contractual Liability	\$1,000,000 combined single limit per occurrence \$2,000,000 Aggregate
Workers' Compensation	Statutory
Employer Practices Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000
Fidelity/Crime/Honesty Bond	\$2,000,000.00

CSBD shall retain the right at any time to review the coverage, form and amount of the insurance required hereby (as described above). If, in the opinion of CSBD, the insurance provisions in this Agreement do not provide adequate protection for CSBD, CSBD may, by providing Contractor at least sixty (60) days written notice, require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. CSBD requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks which actually exist at the time a change in insurance is required. In event CSBD should change its insurance requirements as provided in this paragraph and Contractor shall secure different or additional insurance, the additional cost directly associated with meeting CSBD's new insurance requirements, if any, shall be charged to and paid by CSBD.

19. Each insurance policy required by this Agreement shall be endorsed to provide for the following:

- A. Insurance shall not be changed, canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to CSBD. If a thirty (30) day notice of cancellation endorsement is not received, the cancellation clause must include language as follows:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED.

- B. As respects operations of the named insured performed on behalf of CSBD, CSBD will be added as additional insured's except for Workers' Compensation/Employers' Liability and Professional Liability. (Endorsement must be attached to Certificate of Insurance).
- C. It is agreed that any insurance maintained by CSBD will apply in excess of, and not contribute with, insurance provided by this policy.

- D. Contractor agrees to maintain Professional Liability Insurance, as appropriate, for a period of two (2) years following completion of this Agreement.

Term of Agreement

20. The term of this Agreement shall be twelve (12) months, beginning on July 1, 2018 and terminating on June 30, 2019, or such other date as the parties may mutually agree upon, and may be renewed for three (3) additional periods of one year each as follows:

PY 2019-2020, PY 2020-2021, PY 2021-2022. Renewal will be at the option of the CSBD governing Boards; the rate shall be the same through all extension periods.

21. This Agreement may be terminated for the convenience of either party by providing the other party at least ninety (90) days advanced notice in writing, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the Agreement upon twenty-four (24) hours written notice.
22. Contractor agrees and understands that funds allocated to the Contractor under this Agreement or any amendment or modification 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 if necessary, to suspend or terminate this Agreement or any amendment hereto instantaneously and as may be necessitated by CSBD's funding levels. Any deobligation, modification or amendment shall be effective upon notification to the Contractor by CSBD. CSBD shall provide Contractor thirty (30) days' notice, or in the event CSBD receives less than thirty (30) days' notice, CSBD shall provide such notice as CSBD receives from its funding sources. In such instances, costs will be reimbursed up to the date of cancellation only; thereafter neither CSBD nor Contractor shall have any obligation whatsoever to complete or otherwise continue the Contract.

Miscellaneous

23. Provisions of this Agreement which by their terms extend beyond the termination or non-renewal of this Agreement will remain effective after termination or non-renewal.
24. This Agreement and the Exhibits attached to it contain the entire understanding between the parties and no provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
25. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law (or may not be given full effect because of such law), no other provision that can operate without the conflicting provision or clause will be affected.
26. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns. CSBD will not transfer or assign this Agreement without Contractor's written consent.

27. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
28. Any notice or other communication will be deemed to be properly given only when sent via the U.S. Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
29. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
30. To the extent this contract is funded in excess of one hundred thousand dollars (\$100,000.00) of funds made available from the federal government, the provider 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].
31. Contractor certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.
32. Contractor may be required to conduct a program specific independent financial and compliance audit in accordance with GAAS, or an organization wide audit conducted in accordance with OMB Circular A-133 that includes the federal funds received and the program conducted within its scope. Reference 20 C.F.R. Part 667.200 (b)(2)(ii) and 45 C.F.R., Part 74.26 as they apply to WIA and WTP funds, if Contractor receives in excess of five hundred thousand dollars (\$500,000.00) a year in the aggregate of federal grant funds, whether from CSBD or other funding sources, Contractor is required to conduct an audit. CSBD shall arrange for a "program specific" audit and shall pay for the audit.
33. Contractor shall keep copies of all records, accounts, and documents pertaining to the operation of this Agreement or any amendment hereto for not less than 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.
34. Voluntary or Involuntary Dissolution
 - A. In the event of the voluntary or involuntary dissolution of Contractor's organization Contractor shall inform WorkForce One, within twenty-four (24) hours of Contractor'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 Contractor's organization. CSBD may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Agreement and any amendments hereto so that an immediate audit may be performed.
- B. In the event of the voluntary or involuntary termination of this Agreement, for any reason as described in this Agreement, Contractor shall allow CSBD to arrange for an immediate audit of Contractor's organization. CSBD may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Agreement and any amendments hereto so that an immediate audit may be performed.
 - C. Notice required by this section shall be in writing and in accordance with the Notice provisions contained herein.
 - D. If Contractor is requested to provide CSBD with their records or elects to provide CSBD with all its records pertaining to this Agreement or any amendments hereto they shall be delivered to the CSBD Vice President of Finance who is the designated custodian of the records for purposes of compliance with this section.
 - E. Upon termination of this Agreement for any reason or upon the dissolution of Contractor's organization whether voluntary or involuntary Contractor agrees to allow CSBD to arrange for an immediate audit of Contractor's organization and/or the program/fiscal records, as appropriate. The audit may be organization wide or program specific in accordance with the requirements of the Office of Management and Budget and/or the State of Florida.
1. Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CSBD pursuant to this Agreement, and may result in debarment from CSBD's competitive procurement activities.

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

35. In the discharge of Contractor's duties, Contractor agrees to adhere to all federal and state equal employment opportunity laws, as applicable.
36. All powers not explicitly vested in the Contractor by this Agreement will remain with CSBD.
37. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes). CSBD hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle CSBD to terminate this Agreement and recover from Contractor all monies paid by CSBD pursuant to this Agreement, and may result in debarment from CSBD's competitive procurement activities.
38. Contractor warrants that it is licensed to do business in the State of Florida as a Florida corporation and has duly filed all appropriate documents with the State of Florida and is licensed to do business in the County in Florida in which Contractor offices are located.
39. Contractor warrants that he has not employed any person to solicit or secure this Agreement through any agreement 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 warranty shall give CSBD the right to terminate this Agreement, or, at its discretion to deduct from the Contractor's fee the amount of such commission, percentage, brokerage, or contingent fee.
40. Contractor warrants that no member of or delegate to the Congress of the United States or Resident Commissioner, or CSBD Official or Employee shall be admitted to any share or part of this Agreement or to any benefit that may arise there from.
41. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.
42. This Agreement constitutes the entire agreement between the parties.

43. Any amendment of this Agreement must refer to this Agreement and be attached hereto and made a part of the contracting file(s), documents, and papers. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CSBD and Contractor.

44. Either party may, before or during the conduct of services, request changes in the scope of services to be performed under this contract. Such changes, including any increase or decrease in the services to be rendered or in the amount of Contractor's compensation, which are mutually agreed upon and in writing by and between CSBD and the Contractor, shall be incorporated by written amendments into this Agreement.

45. Governing Laws

A. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions as applicable: 45 C.F.R. Part 74 and/or 45 C.F.R. Part 92 and/or 29 C.F.R. Part 97 and/or 20 CFR Part 600 et. seq., and all other applicable federal regulations.

B. Contractor shall comply with all applicable federal laws including, but not limited to,:

- a. 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.
- b. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- c. 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.
- d. The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- e. 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.
- f. Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I – financially assisted program or activity.

- g. 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.
- h. Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

C. 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.

D. Non-Discrimination and Harassment-Free Workplace

The Contractor, as certified in Attachment 3, 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.

E. 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 the CSBD

F. Lobbying

When applicable, if this Contract is in excess of \$100,000, the Contractor must, prior to Contract execution, complete the Certification Regarding Lobbying form as described in Attachment 3. If a Disclosure of Lobbying Activities Form, Standard Form-LLL is required; it may be obtained from the CSBD Contract Manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the CSBD Contract Manager.

G. Debarment and Suspension

When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 C.F.R. 98, the Contractor is not presently nor previously within a three (3) year period preceding the effective date of the Contract, been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

Contractor will provide assurances of compliance as certified in Attachment 3 entitled, Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction.

H. Pro-Children Act

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S. C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to one thousand dollars (\$1,000.00) for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts.

I. Records and Record Retention

Contractor shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CSBD under this Contract.

J. Related Party Transactions

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

K. Assurances and Certifications

Contractor agrees to comply with the Assurances and Certifications attached to this Agreement as **Exhibit B** which is hereby incorporated into this Agreement with the same force and effect as if set forth in its entirety herein.

L. Assignments and Subcontracts

- a. Contractor agrees to neither assign the responsibility for this Contract to another party nor subcontract for any of the work contemplated under this Contract without prior written approval of CSBD. Any sublicense, assignment, or transfer otherwise occurring, without prior approval of the CSBD, shall be null and void. CSBD has granted approval for a subcontract for payroll/insurance servicing.
- b. Contractor agrees to be responsible for all work performed and all expenses incurred with the project except those expenses CSBD has agreed to reimburse to Contractor. If the CSBD permits the Contractor to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors for services and commodities, it is understood by the Contractor that all such subcontract arrangements shall be evidenced by a written document subject to prior review and comment by the CSBD. Such review of the written subcontract document by the CSBD will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of this Contract. The Contractor further agrees that the CSBD shall not be liable to the subcontractor for any expenses

or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend CSBD against such claims.

- c. CSBD shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to the Contractor. In the event the State of Florida approves transfer of the Contractor's obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the Contract. In addition, this Contract shall bind the successors, assigns, and legal representatives of the Contractor and of any legal entity that succeeds to the obligations of the State of Florida.
- d. Contractor agrees to make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from CSBD. Failure to pay within seven (7) working days will result in a penalty charged against the Contractor and paid to the subcontractor in the amount of one-half (1/2) of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

M. Information Resource Acquisition

Contractor shall obtain prior written approval from the appropriate CSBD approving authority for the purchase of any Information Technology that is made as part of this Contract. The Contractor agrees to secure said prior approval in writing from the CSBD Contract Manager, who will serve as liaison between the Contractor and the approving authority.

N. Safeguarding Information

The Contractor agrees not to use or disclose any information concerning a recipient of services under this Contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

O. Return of Funds

The Contractor agrees, upon receipt of a written explanation and request from CSBD and following an opportunity to discuss the matter with CSBD, to return to CSBD any fees paid by CSBD to the Contractor which may have been erroneously paid and/or in excess of the fees owing to the Contractor under this Contract.

P. Final Invoice

Contractor shall submit the final invoice for payment to the CSBD no later than sixty (60) days after the Contract ends or is terminated. If the Contractor fails to do so, all rights to payment are forfeited and the 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 the CSBD.

Q. Patents, Copyrights, and Royalties

i. 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.

ii. 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.

Emergency Clean-Up and Humanitarian Disaster Relief Responsibilities

1. In the event of a disaster or emergency and the award of Emergency and/or Disaster Relief Grants to CSBD, Contractor agrees to provide temporary workers as needed to assist individuals affected by the disaster by providing them with temporary employment.
2. Contractor will provide sufficient numbers of temporary workers upon direction from CSBD to fulfill disaster relief job requests from governmental and public entities, as well as from not-for-profit organizations following a natural emergency or disaster. The jobs shall be for debris clean up and/or the provision of humanitarian services connected with the disaster or emergency to fill these job requests.
3. Contractor responsibilities in the event of a disaster or emergency shall include:
 - A. Recruit, interview, screen, assess, determine eligibility and assign to the entities approved by CSBD qualified individuals to fill temporary labor, professional, clerical and administrative positions requested by the governmental, public and not-for-profit entities and approved by CSBD.

- B. Conduct background checks including but not limited to FDLE Criminal background checks, reference checks, education verification, motor vehicle history checks and drug screenings of all individuals assigned to the disaster relief jobs as required by the job site. Contractor shall require all applicants for temporary staff positions to provide I-9 verification stating that such person is not an unauthorized alien as defined in 274A (e) of the Immigration and Nationality Act (8 USC 1324(a).
- C. Contractor shall serve as the Employer of Record for all the individuals placed with various governmental, public and not-for-profit entities under this agreement and shall be responsible for payment of wages and all statutory payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving the temporary workers.
- D. Temporary Workers may not exceed a total of 28 hours of work per week.
- E. Maintain paperwork as required by CSBD that complies with the eligibility process and procedure to assure that there are no findings regarding the individuals hired to fill the job requests and provide the paperwork to CSBD in a timely manner so as to allow compliance with CSBD Policy 709, National Dislocated Worker Grant (NDWG) Policy and Procedures attached as **EXHIBIT C**.
- F. Coordinate the work schedules, and direct and control the performance of the temporary staff.
- G. Pay all temporary staff wages through automatic deposit in the bank of the employee's choice, check or through a payroll bank debit and ATM card ("paycard").
- H. Assure no temporary staff assignment exceeds 12 months in duration.
- I. Make books and records accessible to CSBD in Broward County for monitoring time worked by temporary staff, their wages, payroll, required withholdings and other benefit payments as appropriate.
- J. Provide CSBD with wage reports, benefit reports, application for employment forms, including supporting or related documentation created or received by Contractor and related to any term and condition of this agreement shall be submitted to CSBD along with the Contractor's invoice. CSBD shall maintain the records as these are public records, within the meaning and intent of chapter 119, Florida Statutes, and shall be subject to public inspection in accordance with chapter 119, Fla. State.
- K. Obtain and maintain insurance coverage as required in this Agreement
- L. Provide temporary staff information regarding program guidelines as applicable.
- M. Contractor shall complete an application for employment form for each applicant which at a minimum shall include the name, address and social security number of those hired in addition to the certification form referred to in paragraph I above.

- N. It shall be Contractor's sole responsibility to assess each person's fitness for duty or employment for the disaster relief temporary jobs.
- O. Contractor shall provide appropriate Safety Training, in accordance with OSHA guidelines, to all participant/workers who will be assigned to debris clean-up type of activities prior to their assignment
4. All other terms and conditions of this Agreement which do not conflict with Section 4 of page 18, Articles A and B shall apply to Emergency and Disaster Relief programs and funds except as follows:
- A. Compensation
1. In addition to the per employee rate as described on page 5, Section 9, Contractor shall be reimbursed for all unanticipated and actual costs associated with providing the Temporary Jobs.
 2. Prior to incurring the costs Contractor shall review the items of cost with CSBD and shall obtain written approval of the cost items, from the CSBD President/CEO or his/her designee, prior to the start of the program.
 3. Contractor shall invoice CSBD separately for all the Temporary Workers and the items of cost incurred in connection with Emergency and Disaster relief program.
- B. Temporary Worker Benefits
1. Temporary workers are program participants.
 2. Contractor shall provide and shall invoice CSBD for all mandatory federal and state benefits as follows:
 - a. Social Security Taxes (OASDI, employer portion)
 - b. Medicare Taxes (employer portion)
 - c. Federal Unemployment Insurance
 - d. Florida Unemployment Insurance (SUTA)
 - e. Workers' compensation Premiums
 3. Temporary Worker participants shall not be entitled to any benefits other than those listed in paragraph 2 above and as denoted on **EXHIBIT A** attached,


END OF CONTRACT

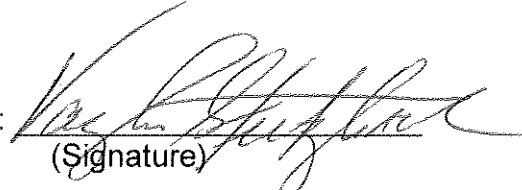
EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: First Staff, Inc. d/b/a EmpHire Staffing, Inc. signing by and through its President on the 29 day of June, 2018 and CareerSource Broward signing by and through its CEO/President, following Board Action on the 28th day of June, 2018.

AS TO FIRST STAFF, INC. D/B/A EMPHIRE STAFFING, INC.:

WITNESSED BY:  L.S.

 L.S.

BY: 
(Signature)

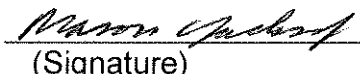
TITLE: PRESIDENT

DATE: 6-29-18

AS TO CAREERSOURCE BROWARD:

WITNESSED BY:  L.S.

 L.S.

BY: 
(Signature)

MASON C. JACKSON

TITLE: PRESIDENT/CEO

DATE: 6/29/18

Approved as to form
By the CareerSource Broward
General Counsel
2610 W. Oakland Park Blvd.
Oakland Park, FL 33311

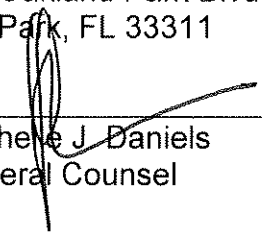
BY: 
Rochelle J. Daniels
General Counsel

Exhibit A

To

Agreement for Human Resources and Staffing Services

Dated July 1, 2018

Between CareerSource Broward "CSBD"
and First Staff, Inc. d/b/a EmpHire, Inc. "Contractor"

Payroll Cost and Benefit Rate Schedule

This Schedule is as of the date of entry into this amendment. Changes to any of the below identified items as a result of increases or decreases not initiated by the Contractor shall be identified by formal notice from the appropriate party to the other and cost / payment shall be adjusted to meet the cost/payment requirement without requiring a contract modification.

Payroll Costs

Social Security Taxes (OASDI, employer portion)	6.20% of all wages
Medicare Taxes (employer portion)	1.45% of all wages
Federal Unemployment Insurance	.60% of all wages
Florida Unemployment Insurance (SUTA)	2.70% of all wages
Workers' compensation Premiums	0.29% of all wages

Note: "wages" for purposes of determining Payroll Costs include all cash compensation (such as but not limited to salaries, bonuses and paid leave time as agreed by the CSBD governing Boards vacation or sick pay, etc.)

Contractor Fee

Applied to total Payroll Cost	\$66.50 per employee per pay Period
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EMPLOYEE BENEFITS BELOW DO NOT APPLY TO PARTICIPANTS HIRED AS TEMPORARY WORKERS IN THE EVENT OF A DISASTER OR EMERGENCY.

Employee Benefits (Costs passed through to CSBD)

Health Insurance	\$511.34 per participating employee/mo.
Vision Insurance	\$3.88 per participating employee/month
Dental Insurance	\$12.55 per participating employee/month
Life Insurance with AD &D	\$0.19 per \$1,000 of payroll per employee/mo.
Long Term Disability	\$0.24 per \$100 of covered monthly payroll
Short Term Disability	\$.29 per \$10 of weekly benefit
401K Employer match	50% of the first 3% of employee contribution
401k administrative fees	\$1200
401k Audit; Plan	\$4,750 – Includes required Custodial Certification - \$750.00
401(K) Plan Restatement (Needed if IRS makes major changes to retirement plans)	\$450
401(K) American Funds Record Keeping Fees	\$500 Annually – Based on plan assets of \$250,000., but less than \$500,000. (Billed quarterly)

EXHIBIT B
ASSURANCES AND CERTIFICATIONS

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

a. Buy American Notice

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

b. Health Benefits Coverage for Contraceptives

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

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

c. Privacy Act

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

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

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

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

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

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by OOL prior to December 18, 2015. DOL has identified these goods and services here <https://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>.

g. Prohibition on Providing Federal Funds to ACORN

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

h. Reporting of Waste, Fraud and Abuse

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

i. Requirement for Blocking Pornography

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

j. Requirement to Provide Certain Information in Public Communications

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

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

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

k. Restriction on Health Benefits Coverage for Abortions

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

l. Restriction on the Promotion of Drug Legalization

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

m. Restriction on Purchase of Sterile Needles or Syringes

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

n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2018/executive-senior-level>

The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

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

and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

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

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

p. Eligibility

Self-certification -The participant file must document participants' eligibility. Because of the circumstances surrounding the disaster, documentation of eligibility may be difficult to obtain during the initial stages. The Department is prepared to accept an individual's signed certification that they meet the eligibility criteria. The Grantee should have a system in place to verify eligibility for individuals once better data are available. If the Grantee has such a system in place, and if a participant is later found to be ineligible, the costs incurred prior to the discovery of ineligibility will not be disallowed. Contractor shall adhere to the CSBD system to verify eligibility.

Limitations on Duration of Participation - Temporary jobs created under this grant shall be in governmental, public or private non-profit agencies. No individual shall be employed in Disaster Relief Employment for more than 12 months related to recovery from a single emergency or disaster, pursuant to WIOA Sec. 170(d)(3)(A).

q. Participant Compensation

Rate of Pay- In accordance with WIOA Section 181(a)(1)(A), generally, participants shall be compensated at the same rates, including periodic increases, as employees who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skills, and such rates shall be in accordance with applicable law, but in no event less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U S C. 206(a)(1)) or the applicable State or local minimum wage law.

Overtime - Participants may not work overtime without the express approval of CSBD

r. Employment Conditions

Benefits and Working Conditions - All participants shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work (WIOA Sec. 181(b)(5)). If the employer has different policies for temporary employees than for full-time employees, these policies may apply to these participants since the jobs under this grant are classified as temporary.

Health and Safety Standards - Health and safety standards established under Federal and State law otherwise applicable to working conditions of employees shall be equally applicable to working conditions of participants engaged in specified activities. To the extent that a State workers' compensation job applies, workers' compensation shall be provided to participants on the same basis as the compensation is provided to other individuals in the State in similar employment (WIOA 181(b)(4)). Where a participant is not covered under a state workers' compensation law, the participant shall be provided with adequate on-site medical and accident insurance for work-related activities.

To ensure compliance with the Occupational Safety and Health Act of 1970 and to assure safe working conditions for all temporary job participants, Contractor shall ensure that temporary job participants receive appropriate safety training.

s. Work on Private Property

Work on private property is limited to the following two circumstances:

- (1) Clean-up activities on private property may be performed by NDWG Disaster participants if workers from **units of general local government** are also
 - (a) authorized to conduct such work and
 - (b) are performing such work.
- (2) As determined by the extenuating circumstances of the disaster for which Title I funds are being provided, repair and restoration activities are authorized on the private property of **economically disadvantaged individuals**, under the following specific conditions. **In order to be authorized, all of the following conditions must be met:**
 - (a) Work can only be performed on the homes of economically disadvantaged individuals who are eligible for the federally-funded Weatherization program; and
 - (b) Work may be performed on private land or homes of such individuals if the non-WIOA employees of the employing unit or state or local government workers are authorized to do the same work and are in fact engaged in performing the work using non-WIOA funds; and
 - (c) Work on private land or buildings is performed to remove health and safety hazards to the larger community; and

- (d) The work is limited to returning a home to a safe and habitable level - not to make home improvements; and
- (e) Priority is given for service to the elderly and individuals with disabilities; and
- (f) WIOA funds cannot be used for the cost of materials to do repairs; and
- (g) Work must be disaster-related and not related to general home improvements authorized under the Federal Weatherization program; and
- (h) Work is coordinated with or supervised by the local agency responsible for the Federal Weatherization program.

t. Fish and Wildlife Service (FWS)

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

u. Architectural Barriers

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

v. Drug-Free Workplace

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

w. Executive Orders

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

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to

provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

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

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

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

x. Flood Insurance

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

y. Hotel-Motel Fire Safety

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

z. Prohibition on Trafficking in Persons

(1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not:

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

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

1. Is determined to have violated a prohibition in paragraph a. (1) of this award term or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.(1) of this award term through conduct that is either

- i. Associated with performance under this award; or
- ii. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension

c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.

d. Definitions. For purposes of this award term:

1. "Employee" means either:

- i. An individual employed by you who is engaged in the performance of the project or program under this award; or

ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C.7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09

bb. Davis Bacon

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

cc. Copeland 'Anti-Kickback" ftct (40 U.S.C. 3145)

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

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

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

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

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

ff. Clean Air Act

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

gg. Debarment and Suspension

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

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

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

ii. Hatch Act

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

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U S C '794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U S C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

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

- (1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I B financially assisted program or activity;
- (2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;
- (3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- (4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- (5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

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

kk. Environmental Standards

Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the 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).

ll. Contractor Sub Recipients

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



Official Policy Document

Department: Quality Assurance (QA)

Policy Number: 709

Revises: None

Policy Name: National Dislocated Worker Grant (NDWG) Policy and Procedures

Affects: WIOA [X] WTP [] WP [X] Workforce Services Plan: Yes [] No [X]

Approved by: [Signature] President/CEO

10/10/17 Effective Date

I. PURPOSE

To provide guidance on the appropriate procedures to use when enrolling a customer in the National Dislocated Worker Grant.

II. APPLICATION

This policy applies to CareerSource Broward staff and staffing agencies working under the National Dislocated Worker Grant.

III. POLICY

In accordance with National Dislocated Worker Grant guidelines, it is the policy of CareerSource Broward (CSBD) to ensure that services are provided to eligible individuals.

IV. DEFINITIONS

PARTICIPANT ELIGIBILITY — I. Priority should be applied to individuals who are temporarily or permanently laid off as a consequence of the disaster; II. Priority should be applied to self-employed individuals who become unemployed or significantly underemployed as a result of the disaster; III. Other eligible Dislocated Workers as defined in WIOA section 3(15) below; IV. Long-term unemployed workers, which are those unemployed six (6) out of the past 13 weeks. Veterans' preference applies.

DISLOCATED WORKER.—The term "dislocated worker" means an individual who—

- (A) (i) has been terminated or laid off, or who has received a notice of termination or layoff, from employment;
(ii) (I) is eligible for or has exhausted entitlement to unemployment compensation; or (II) has been employed for a duration sufficient to demonstrate, to the appropriate entity at a one-stop center referred to in section 121(e), attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and
(iii) is unlikely to return to a previous industry or occupation;



Official Policy Document

- (B) (i) has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise;
- (ii) is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or
- (iii) for purposes of eligibility to receive services other than training services described in section 134(c)(3), career services described in section 134(c)(2)(A)(xii), or supportive services, is employed at a facility at which the employer has made a general announcement that such facility will close;
- (C) was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters;
- (D) is a displaced homemaker; or
- (E) (i) is the spouse of a member of the Armed Forces on active duty (as defined in section 101(d)(1) of title 10, United States Code), and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or
- (ii) is the spouse of a member of the Armed Forces on active duty and who meets the criteria described in paragraph (16)(B).

LIMITATIONS ON DURATION OF PARTICIPATION — Temporary jobs created under the National Dislocated Worker Grant shall be in public or private non-profit agencies.

V. PROCEDURE

Responsibility	Action
Staffing Agency	<ol style="list-style-type: none"> 1. Screens and interviews customer. 2. Conducts and assesses eligibility. 3. Uploads available supporting eligibility and program documentation into CareerSource Broward's electronic document management system (DMS) prior to the customer starting employment. 4. Sends email to CSBD Project Manager with the customer's name whose documents have been uploaded into DMS.
Project Manager or Designee	<ol style="list-style-type: none"> 1. Reviews the customer's application within seven (7) working days of receiving the email from the staffing agency. 2. Ensures all supporting documentation is uploaded into DMS. If something is missing, contacts the staffing agency via email notifying them of missing documentation. 3. If the customer is not eligible, contacts the staffing agency via email notifying them that they need to terminate the customer by the close of business. 4. Enters eligible customers in Employ Florida using Special Project Code 521 – Hurricane Irma DWG.



Official Policy Document

Responsibility	Action
Staffing Agency	1. Provides missing documentation to CSBD Project Manager after uploading in DMS within 2 business days. If needed documentation is not available by customer, continue to attempt to collect it. 2. Terminates all ineligible customers the same day they receive the email from the CSBD Project Manager.

VI. EXCEPTIONS

Exceptions to this policy must be documented and approved by the Executive Vice President and/or President/CEO.

VII. REFERENCES

None

VIII. EXHIBITS

- NDWG Self-Attestation Eligibility Application
- NDWG Eligibility Checklist/Guidance for Staffing Agency Staff
- NDWG Initial Assessment and Eligibility Checklist
- NDWG Document Checklist
- Florida Department of Economic Opportunity (DEO) Disclosure Form
- CareerSource Broward Grievance Procedures

IX. LOCATOR WORDS

National Dislocated Worker Grant, Disaster, Hurricane, Irma, Eligibility, Application



National Dislocated Worker Grant (NDWG) Self-Attestation Eligibility Application

Name:		SSN: - -
Address:		Apt or Unit:
City:	State:	Zip:
Telephone #: () -	Alternative #: () -	
Email Address:		

Demographic Information		
Date of Birth: / /	Age:	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
Registered for Selective Service? <i>males only</i> <input type="checkbox"/> Yes <input type="checkbox"/> No Exemption (<i>born before 1/1/1960</i>) www.SSS.gov		
Citizenship: <input type="checkbox"/> U.S. Citizen or Naturalized <input type="checkbox"/> U.S. Permanent Resident <input type="checkbox"/> Alien/Refugee Lawfully Admitted		
If non-U.S. citizen, Alien Registration #: A Exp. Date: / /		
Race: <input type="checkbox"/> African-American/Black <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Asian <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> Caucasian/White (For data collection purposes)		
Do you consider yourself to be of Hispanic Heritage? <input type="checkbox"/> Yes <input type="checkbox"/> No Haitian Heritage? <input type="checkbox"/> Yes <input type="checkbox"/> No (For data collection purposes)		
Do you consider yourself to have a disability? <input type="checkbox"/> Yes <input type="checkbox"/> No Have you ever been convicted of a crime? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Military Information (Check all that apply)	
Veteran Status	<input type="checkbox"/> Currently in the military or a veteran? <input type="checkbox"/> Disabled veteran <input type="checkbox"/> Spouse of a veteran who has a total service connected disability, in Missing in Action, captured in the line of duty by a hostile force, is a Prisoner of War or who died from a service connected disability? <input type="checkbox"/> Not a veteran
Are you within 24 months of retirement or 12 months of discharge from the military (Transitioning Service Member)? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Have you served on active duty in the armed forces and were discharged or released from such service under conditions other than dishonorable? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Employment Information		
Employment Status: <input type="checkbox"/> Employed <input type="checkbox"/> Not Employed <input type="checkbox"/> Employed with notice of termination or military separation		
Were you temporarily or permanently laid off as a consequence of Hurricane Irma or Maria? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If unemployed, have you been unemployed for at least 6 weeks? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Most Recent Employer Name:		
Employer Address:		Telephone #: () -
City:	State:	Zip:
Contact Person:	Start Date: / /	Job Title:
Most Recent Rate of Pay (<i>per hour</i>): \$	Lay-off or Termination Date: / /	
Have you received Reemployment Assistance within the last 6 months? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Attestation Statement: All of the above information is true and correct to the best of my knowledge. I understand that I will be immediately terminated should a monitoring or audit of this application prove any of the information provided to be false.

Signature Date

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individual with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.



**National Dislocated Worker Grant (NDWG)
Eligibility Checklist/Guidance for Staffing Agency Staff**

Information Being Verified	Acceptable Documentation	To be Eligible
Name	Government Issued Picture ID or Marriage Certificate	Must have either acceptable documentation to verify their name
Social Security Number	Social Security Card or Printout from SSA	Must have acceptable documentation to verify their SSN
Age	Government Issued Picture ID, Birth Certificate or US Passport	Customer must be 18 years of age or over and have acceptable documentation to prove their age
Citizenship Status	Birth Certificate, US Passport, or Resident Card	Must have acceptable documentation to verify their citizenship and ability to work in the US
Residency	Government Issued Picture ID, Utility Bill or Voter's Registration Card reflecting an address in a county affected by a hurricane disaster area	Must be living in Broward County as noted on the application and have acceptable documentation
Selective Service Registration	Printout from www.sss.gov	All customers born a male must have registered for selective service except if they were born before 1/1/1960 or came into the country after the age of 26
Veteran Status (*Please note that Veterans receive priority of service)	DD-214 Form (if not available, request it from https://www.archives.gov/veterans/military-service-)	Need DD-214 in order to show Veteran Status

Information Being Verified	Acceptable Documentation	To be Eligible
<p>Employment</p>	<p>None needed</p>	<p>Must meet one of the following categories:</p> <ul style="list-style-type: none"> • Individuals who are temporarily or permanently laid off as a consequence of the disaster • Self-employed individuals who become unemployed or significantly underemployed as a result of the disaster • Long-term unemployed workers – unemployed six (6) out the past 13 weeks • Other eligible dislocated workers (See definition of Dislocated Worker, per WIOA final rule Section 3(15). See below. Confer with CSBD Program Staff if needed. <p>Self-Attestation as stated on application</p>



Dislocated Worker Definition:

DISLOCATED WORKER.—The term “dislocated worker” means an individual who—

- (A)(i) has been terminated or laid off, or who has received a notice of termination or layoff, from employment;
 - (ii) (I) is eligible for or has exhausted entitlement to unemployment compensation; or
(II) has been employed for a duration sufficient to demonstrate, to the appropriate entity at a one-stop center referred to in section 121(e), attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and
 - (iii) is unlikely to return to a previous industry or occupation;
- (B) (i) has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise;
- (ii) is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or
- (iii) for purposes of eligibility to receive services other than training services described in section 134(c)(3), career services described in section 134(c)(2)(A)(xii), or supportive services, is employed at a facility at which the employer has made a general announcement that such facility will close;
- (C) was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters;
- (D) is a displaced homemaker; or
- (E)(i) is the spouse of a member of the Armed Forces on active duty (as defined in section 101(d)(1) of title 10, United States Code), and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or
- (ii) is the spouse of a member of the Armed Forces on active duty and who meets the criteria described in paragraph (16)(B).



National Dislocated Worker Grant (NDWG) Initial Assessment and Eligibility Checklist

Applicant Name: _____ **SS#:** _____ - _____ - _____

The following assessment criteria must be determined through an in depth interview with the applicant, prior to making a decision as to the appropriateness for participation in the NDWG Program. A "Comment" **MUST** be entered for each **YES** notation with a detailed justification, including **Documentation** supporting that justification, prior to making a final determination to proceed with the Registration Process.

Criteria	Definition	Yes	No	Comment
Labor Force Status	Is the applicant currently unemployed?			
Age	Is the applicant age 18 or older?			
NDWG Eligible	Does the applicant meet the NDWG eligibility criteria: 1. Did the applicant lose their job or are they unable to find a job because of Hurricane Irma? 2. Was the applicant someone who is self-employed and has become unemployed or significantly underemployed as a result of Hurricane Irma? 3. A dislocated worker? 4. Long-term unemployed? (6 out of the past 13 weeks)			
County of Residence	Does the applicant have a Government Issued Picture ID, Utility Bill or Voter's Registration Card reflecting an address in a county affected by Hurricane Irma?			
Citizenship	Is the applicant a U.S. Citizen or authorized to work in the United States?			
Selective Service Registration	If applicable, has the applicant registered with Selective Service? • SSS On-line verification status			
Veteran Status	Is the applicant a Veteran or spouse of a Veteran?			
Availability	Is the applicant immediately available for temporary employment status?			
Job Interest Area	Does the job interest area correspond with available options?			
Current CSBD Assistance	Is the applicant currently receiving any CSBD funded services such as WIOA and WTP? • Employ Florida System Review Date: ____/____/____ • OSST Review Date: ____/____/____			
Other : _____				

_____ / _____ / _____
CSBD Representative Signature

_____/_____/_____
Date

FOR OFFICE USE ONLY

- Contact Date: ____/____/____ Contact Method: Phone Left Voice Mail Other: _____
- Results: NDWG Eligible Yes No If no, refer to a CSBD for additional assistance.
- Comments: _____



National Dislocated Worker Grant (NDWG)

Document Checklist

Information Being Verified	Acceptable Documentation
Name	Government Issued Picture ID or Marriage Certificate
Social Security Number	Social Security Card or Printout from SSA
Age	Government Issued Picture ID, Birth Certificate or US Passport
Citizenship	Birth Certificate, US Passport, or Resident Card
Residency	Government Issued Picture ID, Utility Bill or Voter's Registration Card reflecting an address in a county affected by Hurricane Irma
Selective Service Registration	Printout from www.sss.gov
Veteran Status <i>(Eligible for priority of service)</i>	DD-214 Form (if not available, request it from https://www.archives.gov/veterans/military-service-)

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individual with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

**STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO)
DISCLOSURE FORM**

Part A. To be completed by all applicants

Full Disclosure Form

The Department of Economic Opportunity (DEO) staff, as required by the United States Department of Labor, would like you to know the full range of services it provides under DEO. I have been informed as to the services provided under DEO. Further, any questions I have about any of these programs or services have been answered by a WIOA staff member to my satisfaction.

Applicant's Signature _____ Date _____

Sharing of Information

I am aware that from time to time, information about services provided to me under DEO programs may be requested by outside sources. I am also aware that DEO/WIOA staff may need to contact other agencies to obtain information about me in order to establish my eligibility for DEO/WIOA programs or to be able to provide services to me. I therefore give DEO/WIOA staff permission to obtain information from other agencies or to release information concerning my participation in a DEO/WIOA program, without condition for further documentation on my part.

Applicant's Signature _____ Date _____

Parent or Guardian
(if applicant is a minor) _____ Date _____

DEO/WIOA staff _____ Date _____

Part B. To be completed only by female applicants

Have You Considered Non-Traditional Jobs?

It is in your best interest to consider a job that employs mainly men. These are called *non-traditional* jobs for women. Examples include electrical technicians, truck drivers, and others. These jobs typically pay higher wage, offer better benefits, and have a good potential for wage increases. Women employed in these jobs also have a better chance to be financially independent. The DEO/WIOA staff can help you enroll in training for some of these jobs. Please think about this and check one of the following statements.

_____ I AM interested in training for a non-traditional job.

_____ I am NOT interested in a non-traditional job.

_____ I am NOT SURE and would like more information.

I understand and agree with the content and purpose of this document.

Print Name _____

Applicant's Signature _____ Date _____



CareerSource Broward Grievance Procedures

CareerSource Broward (CSBD) is the administrative entity for the Broward Workforce Development Board for Workforce Innovation and Opportunity Act (WIOA) programs, Trade Adjustment Act (TAA), Supplemental Nutrition Assistance Programs (SNAP) and Welfare Transition Programs (WTP). CareerSource Broward contracts with many organizations to provide services with the grant funds CareerSource Broward receives. This allows CareerSource Broward to oversee the funds and program in a neutral way.

If you have a grievance arising out of a program provided by a CareerSource Broward contractor, CareerSource Broward will step in and try to resolve the matter informally. If the matter cannot be resolved, CareerSource Broward has adopted the following procedures to provide you with a mechanism to address your grievance. Even if your problem does not fit into the guidelines under which you can request a hearing, CareerSource Broward has customer service representatives who will try and help you upon contacting them. Please read these instructions carefully.

Complaints and Grievances

References to the word "complaint" in this procedure are to matters that do not rise to the level of a formal grievance nor involved an alleged violation of the law.

References to the word "grievance" in these procedures are to matters which an individual is interested in pursuing through a hearing. Not all grievances result in hearings, if the parties can come to an agreement following the filing of the grievance and before the hearing.

Application and Grievances Covered by These Procedures

These procedures are for the CareerSource Broward customers listed below.

1. Job Seekers who have been denied access to a WIOA/TAA Intensive or Training Service.
2. WTP clients who have been denied a training or support service, or whose request for deferral or hardship exemption from the time limits prescribed by the law has been denied.

3. SNAP clients who have been denied a SNAP reimbursement.

CareerSource Broward provides customers with access to programs and services operated and administered by other state and local agencies and organizations. If you have a complaint or a grievance about the programs or services, you may need to process your complaint or grievance in accordance with the rules and procedures in place for that organization or entity. You should first approach the supervisor for the program that you are affiliated or the Center Manager/Assistant Center Manager.

You may file a grievance if:

- a. You have a grievance regarding the programs operated by CareerSource Broward or you think that there has been a violation of the law concerning a WIOA or a TAA Program, WTP or other grant programs administered by CareerSource Broward and you are affected by that violation.
- b. You are registered or enrolled in a program under the WIOA, TAA, WTP, or SNAP and have asked for a program service or benefit and have been denied the service or benefit.
- c. You are a WTP participant and have been sanctioned for use of a controlled substance.

Types of Complaints Not Covered By These Procedures

1. The WIOA, TAA, SNAP and the WTP are not entitlement programs. This means that even if you fit the description of individuals who may be eligible to receive services under those programs, you still may be denied access to the program or denied a specific service allowable under the program rules. This is not considered a violation of the law. This may happen because:
 - a. There may not be sufficient funds to enroll you into a program or provide you with a service at the time that you apply or need the service.
 - b. Local areas have the flexibility to decide the types and mix of services to offer in their localities. These decisions are made locally by the governing boards for CareerSource Broward. The governing boards for CareerSource Broward may have decided not to offer a particular benefit or service. In such instance, there would be no grounds upon which to file a grievance. You may obtain a copy of the applicable policy upon request.
 - c. Under WIOA, there are eligibility requirements and prioritization criteria. Individuals who are seeking services, but who do not meet the eligibility or prioritization criteria, cannot be served with these funds. The priority criteria can be provided to you upon request.

- d. Local workforce boards have the flexibility to impose requirements or to develop policies and procedures applicable to the programs and services. A policy that has been adopted may restrict access to a program or service, or may limit the availability of the program or service.
- e. CFR Section 667.630 describes the process for reporting complaints and/or reports of criminal fraud and abuse. Complaints/reports must be reported immediately to the USDOL Office of Inspector General, Office of Investigations, Room S5514, 200 Constitution Avenue NW, Washington, D. C. 20210.

The complaint or report can also be mailed to the USDOL South East Regional Inspector General for Investigations, Office of Investigations, Sam Nunn Atlanta Federal Center, 61 Forsyth Street, SW, Suite 6T1, Atlanta, Georgia 30303, with a copy simultaneously provided to the Employment and Training Administration.

Reports or complaints alleging criminal fraud and abuse may also be reported through USDOL's Hotline at 1-800-347-3756.

If you are a WTP customer and your TANF cash assistance eligibility or cash benefit has been reduced or terminated, and you disagree with the action taken, you must file a grievance with the local Department of Children and Families (DCF) office. Your Success Coach can help direct you to the right agency and can supply you with the address and phone number.

If you are a SNAP customer and your food stamp eligibility or food stamp benefit has been reduced or terminated, and you disagree with the action taken, you must file a grievance with the local Department of Children and Families (DCF) office. Your Success Coach can help direct you to the right agency and can supply you with the address and phone number.

Informal Resolution

This is generally the best way to work things out. You must try and resolve things informally before a grievance can be filed.

1. If you are a participant:
 - a. First talk with your Success Coach about the problem. If the problem is not resolved, then you may ask for a meeting with the Department Supervisor and/or the Center Manager/Assistant Center Manager.
 - b. A CSBD Informal Resolution Meeting Form is available for you to fill out when asking for a meeting with a Department Supervisor or Center Manager/Assistant Center Manager, but is not required in order for a

meeting to be granted to you. Filling out the request form will ensure that your request is handled properly and in a timely fashion. You may submit the form to your Success Coach or to any of the supervisors in the CareerSource Broward Center.

- c. A meeting with the Department Supervisor or Center Manager/Assistant Center Manager will be set within ten (10) working days of the receipt of your request in accordance with the following timetable:
 - i. The Success Coach must meet with you within 24 hours or the next business day, if there is an intervening weekend or holiday.
 - ii. If the matter is not resolved, you may take the matter to the Department Supervisor who must meet with you within 24 hours or the next business day, if there is an intervening weekend or holiday.
 - iii. If the matter is still not resolved, you may request a meeting with the Center Manager/Assistant Center Manager. The CareerSource Broward Center Manager/Assistant Center Manager must meet with you within 48 hours or two business days, if there is an intervening weekend or holiday.
- d. If the issue is still not resolved, you may file a request for an informal resolution meeting with the CareerSource Broward Executive Office.
 - i. To do this, you must fill out CSBD Informal Resolution Meeting Form (Executive Office) attached to these procedures. Be sure and fill out all the information asked, including the contact information, so that we can reach you to set up the meeting.
 - ii. You may send the request to the CareerSource Broward Quality Assurance Department at:

CareerSource Broward
Attn: Quality Assurance Administrative Assistant
6301 NW 5th Way, Suite 3000
Ft. Lauderdale, FL 33309

PLEASE DO NOT PHONE IN YOUR REQUEST. INFORMAL MEETING REQUESTS WITH THE CAREERSOURCE BROWARD PRESIDENT/CEO MUST BE SUBMITTED IN WRITING.

- iii. An informal meeting with the CareerSource Broward Executive Office will be set within 10 business days from the time we have received the written grievance submission or, if we are unable to contact you, within 10 business days from the date we are able to locate you.

- iv. The meeting will be held with the CareerSource Broward President/CEO, the Executive Vice President, or the Vice President of Operations.
- e. If the issue(s) are resolved during any of the informal meeting steps, the agreement reached will be written down and everyone will be asked to sign it. This will end the complaint/grievance procedure.

Filing a Formal Grievance

1. If the problem is not resolved through the informal resolution meetings outlined above, and you still want to pursue your grievance, fill out the Customer Formal Grievance Form that is attached to this procedure. If you cannot locate the form, you may ask staff at one of our CareerSource Broward center locations for a copy of the form. The form can also be obtained from the CSBD Executive Office at the address listed above, or you may use a plain sheet of letter size paper and include the information listed below:
 - a. All grievances must be in writing.
 - b. All grievances must be signed and dated.
 - c. All grievances must include your name, a contact address, and a contact telephone number.
 - d. The grievance form submitted must be signed by the person filing the grievance and must be an original and not a copy.
 - e. All grievances must include a statement regarding the law you think was violated and/or the reason you think you are entitled to the service or benefit that has been denied.
 - f. Your grievance should state the relief you are requesting in order to resolve the grievance.
 - g. Grievances should not be longer than five pages, excluding any exhibits or attachments you want the impartial representatives to review.
 - h. If you have a disability, which requires an accommodation, or if you are non-English speaking and require an interpreter, it is your responsibility to indicate the accommodation needed in writing with the filing of your grievance. CareerSource Broward will make such reasonable accommodations as possible.

- i. Your grievance should be sent to:

CareerSource Broward
Attn: Quality Assurance Administrative Assistant
6301 NW 5th Way, Suite 3000
Fort Lauderdale, FL 33309

- j. Grievances must be filed within 90 days of the date the alleged wrong doing took place.

2. When your written grievance is received by CareerSource Broward:

- a. The Quality Assurance Department will date stamp the written grievance.
- b. You will be sent a written notice acknowledging that the grievance was received. It will be sent to you via certified mail return receipt requested. It is important that the address on your grievance be the same address at where you receive your mail. If the mail is returned to CareerSource Broward or is undeliverable, your grievance will not be processed. If you deliver the request to a CareerSource Broward office, you may ask for a receipt, which will be given to you acknowledging that CareerSource Broward has received your formal grievance request.
- c. A hearing date will be set within 45 days of the date the grievance is received by the CareerSource Broward Executive Office.
- d. Impartial representatives for each of the parties, and one that is common to both parties, will be selected to attend the hearing.
- e. The notice of hearing will be sent by certified mail, return receipt, at a minimum of 15 calendar days prior to the date of the hearing.
- f. If you are participating in a program at the time of the filing of your grievance, your receipt of services will not be affected by the filing of a grievance.

3. Your notice will advise you of the following:

- a. The date, time and place of the hearing.
- b. The pertinent section of the WIOA, WTP, TAA, and SNAP or any other federal regulations involved.
- c. Your right to ask that the staff, your Success Coach and/or Supervisor, or other CareerSource Broward contractor or CareerSource Broward staff whom you would like to question or whose testimony you would like the

impartial representative(s) to listen to appear at the hearing. CareerSource Broward will do its best ensure that contractor or other CareerSource Broward staff whom you request be present at the hearing appear on the appointed date.

- d. Your right to have someone else represent you at the hearing or to speak for you at the hearing, including the questioning of the staff involved in the decision affecting you.
- e. Your right to ask for a copy of your file or other related documents that you think might help your case. CareerSource Broward will not provide copies of the law, but will provide you with a copy of the CareerSource Broward or contractor policy that is the subject of the dispute, if requested and have not already received a copy.
- f. Your right to present documentary evidence, testimony, and arguments to support your position at the hearing, as well as to cross examine witnesses.
- g. CareerSource Broward's right to dismiss the grievance, if you fail to appear for the hearing without good cause.
- h. The impartial representative(s) right to conduct the hearing informally and to decide on the admissibility of testimony or evidence in accordance with the Florida Rules of Civil Procedure.
- i. The impartial representative(s), upon request of either of the parties, may allow limited discovery. Discovery will be limited to:
 - 1. Requests for documents related to the grievance. CareerSource Broward will provide the Complainant with a copy of their file at no cost. All other documents requested will be subject to the fee provisions of the CareerSource Broward protocol or policy related to the copying and production of documents.
 - 2. The right of either party to depose up to three individuals prior to the date set for the hearing. Each party shall bear the costs of the depositions they set.
- j. CareerSource Broward's right to issue a decision on the grievance without a hearing if it is determined that the same issue has previously been decided in a prior hearing.
- k. That a decision will be rendered within 15 days of your hearing, unless you and CareerSource Broward have agreed to an extension.

- l. Where you can appeal the decision if you do not agree with the outcome.
- m. That the parties, you and CareerSource Broward can agree to an extension of the 60 days if either party needs more time and the other party agrees.
- n. That you or CareerSource Broward must make arrangements in advance for a transcript of the hearing. Each party desiring a copy of the transcript must pay for the transcript.

Appeals

If either party is not satisfied with the outcome of the hearing, or if a hearing was not conducted within the 60 calendar days from the receipt of the grievance, or if a hearing was conducted, but a decision was not issued within the mandated 60 calendar day timeframe, then the complaint or decision may be appealed to the State's Florida Department of Economic Opportunity (DEO). The appeal should be concise (if possible, not to exceed five pages, excluding exhibits and attachments) and shall be sent by certified mail, return receipt to the DEO Office of General Counsel, 107 East Madison Street, MSC 110 Tallahassee, Florida 32399-4128.

The appeal request shall state the facts, laws, procedures, etc. that the Grievant believes to be relevant for review. The appeal must be filed with DEO within 30 calendar days of receipt of the CareerSource Broward impartial representative's decision or within 30 calendar days after the required 60 calendar day timeframe for CareerSource Broward to act has elapsed. The request shall include the Grievant's address where official notices will be mailed.

The state can remand the grievance back to CareerSource Broward to hold a hearing or impose other remedies to resolve the grievance.

Grievances related to Discrimination

CareerSource Broward does not hear grievances related to discrimination or alleged Civil Rights violations. If you think you have been discriminated against and/or your civil rights have been violated, you may choose to follow the steps for informal resolution described above, and if you are not satisfied with the outcome, you may follow the instructions for filing a grievance described below. If you do not want to try and informally resolve the matter, you may simply follow the guidelines below that tell you how to file your grievance.

If you have a grievance related to a charge of discrimination, you may call or write the CareerSource Broward Executive Office who will refer you to the CareerSource Broward EEO Officer at the aforementioned address and number listed for CareerSource Broward. CareerSource Broward will facilitate an informal resolution and

try to resolve the issue. If you are still not satisfied, grievances alleging discrimination should be filed directly with the appropriate agency listed below.

Welfare Transitions Participants

Office for Civil Rights
U.S. Department of Health and Human Services
200 Independence Avenue, S.W.
Room 509F HHH Bldg.
Washington, D.C. 20201
OCR Hotlines-Voice: 1-800-368-1019
(202)619-0257

Workforce Innovation and Opportunity Act

USDOL
Civil Rights Center, Room N4123,
200 Constitution Avenue, NW
Washington, DC 20210

Supplemental Nutrition Assistance Program

United States Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, DC 20250

CareerSource Broward Staff:

Please complete the following form together with the participant, and place the original in the participant's file. You may give a copy to the participant.

Acknowledgement of Receipt of Grievance Procedures

I certify that I have received a copy of the CareerSource Broward Grievance Procedures.

Participant's Signature

Date

As a representative of CareerSource Broward, I verify that the above-signed participant has received a copy of the CareerSource Broward Grievance Procedures.

CareerSource Broward Representative

Job Title

Date

Please check the appropriate box of the center that distributed the Grievance Procedures.

CareerSource Broward
North Center
4941 Coconut Creek Parkway
Coconut Creek, FL 33063

CareerSource Broward
Central Center
2610 Oakland Park Blvd.
Ft. Lauderdale, FL 33311

CareerSource Broward
South Center
7550 Davie Rd. Extension
Hollywood, FL 33024

Youth Program Provider: (Enter name and location) _____



INFORMAL MEETING REQUEST FORM
(Center/Provider)

Your Name: _____

Address: _____

Phone Number: _____ Alternate Number: _____

Last 4 Digits of Social Security #: _____

Counselor/Success Coach: _____

CareerSource Broward's program that you are enrolled in:

Has the Informal Meeting Request Process been explained to you? Yes No

You're requesting a meeting with whom? (Please check one.)

- Counselor/Success Coach
- Supervisor/Quality Assurance & Training Coordinator
- Center Manager
- Program Director (For Youth Only)

CareerSource Broward Center/Youth Provider: _____

Address: _____

Phone Number: _____

Date of the Event(s) Resulting in the Complaint: _____

Summary of Complaint (You may add additional sheets if necessary).

ADA Accommodation Requested in Order to Participate in the Informal Meeting:

Relief Requested:

I hereby authorize the release of any information regarding my complaint to the CareerSource Broward and to the party against whom I have lodged this complaint.

Customer's Signature

Date

Received by:

Staff Signature

Date

Please return form to the appropriate CareerSource Broward office below or to the Youth Program Manager:

CareerSource Broward Center Location:

CareerSource Broward
North Center
4941 Coconut Creek Parkway
Coconut Creek, FL 33063

CareerSource Broward
Central Center
2610 Oakland Park Blvd.
Ft. Lauderdale, FL 33311

CareerSource Broward
South Center
7550 Davie Rd. Extension
Hollywood, FL 33024

CareerSource Broward Program Manager
CareerSource Broward
6301 NW 5th Avenue, Suite 3000
Ft. Lauderdale, FL 33309

For Office Use Only:

Date of the Informal Meeting: _____

Outcome of the Informal Meeting:



INFORMAL MEETING REQUEST FORM
(Executive Office)

Your Name: _____

Address: _____

Phone Number: _____ Alternate Number: _____

Last 4 Digits of Social Security #: _____

Counselor/Success Coach: _____

CareerSource Broward's program that you are enrolled in:

CareerSource Broward Center/Youth Provider: _____

Address: _____

Phone Number: _____

Date of the Event(s) Resulting in the Complaint: _____

Summary of Complaint (You may add additional sheets if necessary).

ADA Accommodation Requested in Order to Participate in the Informal Meeting:

Relief Requested:

I hereby authorize the release of any information regarding my complaint to the CareerSource Broward and to the party against whom I have lodged this complaint.

Customer's Signature

Date

Received by:

Staff Signature

Date

Please return form to:

CareerSource Broward
Attn: Quality Assurance Administrative Assistant
6301 NW 5th Avenue, Suite 3000
Ft. Lauderdale, FL 33309

For Office Use Only:

Date of the Informal Meeting: _____

Outcome of the Informal Meeting:



CUSTOMER FORMAL GRIEVANCE FORM

Your Name: _____

Address: _____

Phone Number: _____ Alternate Number: _____

Last 4 Digits of Social Security #: _____

Counselor/Success Coach: _____

CareerSource Broward's program that you are enrolled in:

CareerSource Broward Center/Youth Provider: _____

Address: _____

Phone Number: _____

Date of Event(s) Resulting in the Complaint/Grievance: _____

Summary of Complaint/Grievance (You may add additional sheets if necessary).

ADA Accommodation Requested in Order to Participate in the Formal Grievance Process:

Relief Requested:

I hereby authorize the release of any information regarding my complaint to CareerSource Broward and to the party against whom I have lodged this complaint.

Customer's Signature

Date

Received by:

Staff Signature

Date

Please return form to:

CareerSource Broward
Attn: Quality Assurance Administrative Assistant
6301 NW 5th Avenue, Suite 3000
Ft. Lauderdale, FL 33309

For Office Use Only:

Date of the Formal Hearing: _____

Outcome of the Formal Hearing:
