

CONTRACT
BETWEEN
EQUITURN BUSINESS SOLUTIONS, INC. (VENDOR)
AND
CAREERSOURCE BROWARD

VENDOR AGREEMENT # 2022-2023-Vendor/Contractor-MGTSTUDY-12005

CFDA NO.'S
93.588 WTP
17.258 WIOA Adult
17.275 WIOA Dislocated Worker
17.259 WIOA Youth
17.207 WP
10.561 FSET
17.801 LVER
17.225 RESEA

This Workforce Innovation and Opportunity Act Contract is fully supported by the Employment and Training Administration of the U.S. Department of Labor and Personal Responsibility and Work Opportunity Reconciliation Act is fully supported by the Department of Health and Human Services which together total \$ 14,250,563 along with funds from the federal funding streams listed above.

Pursuant to the Steven's Amendment 100% of the funds support this program are federal funds.

CONTRACT
BETWEEN
EQUITURN BUSINESS SOLUTIONS, INC. (VENDOR)
AND
CAREERSOURCE BROWARD

This Contract dated the 15th day of August, 2022 is between CareerSource Broward (“CSBD”), located at 2890 W. Cypress Creek Road, Fort Lauderdale. FL 33309 and Equiturn Business Solutions, Inc., hereinafter referred to as “Contractor,” located at 3511 W. Commercial Blvd., Suite 302, Fort Lauderdale, FL 33309, hereinafter referred to collectively, “the parties,” to start the date it is executed by all the parties.

RECITALS

WHEREAS, CSBD issued a Request for Proposals for a Management Study; and

WHEREAS, Contractor was selected to perform the Management Study; and

WHEREAS, CSBD and Contractor agree to the terms and conditions set forth in this Contract (the “Contract”).

NOW THEREFORE in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

I. Contractor’s Duties and Responsibilities

- A. Contractor shall perform a management study of the CSBD Communications and Business Relations Department and the CSBD Human Resources Department.
- B. Contractor shall conduct the study through executive interviews, employee interviews, surveys, group meetings, and HR assessments to identify any specific areas of improvement in accordance with the Scope of Work as described on Exhibit A to this Contract.
- C. Contractor shall communicate the results of their assessments to the CSBD President/CEO at regular intervals during the course of the conduct of the study.

D. In accomplishing the study Contractor shall incorporate the following concepts:

1. A “people-first approach.
2. A focus on technology recommendations to improve systems.
3. Implementation of a feedback system from employees to their managers to use it in the decision-making and implementation process.
4. The provision of clear and specific quarterly and yearly milestones for various roles and positions within each department.
5. Employee appreciation incentives, rewards or positive reinforcement to motivate the team to achieve their goals.
6. Transformational management which encourages new practices and strategies to promote consistent growth within their departments.

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E. Timeline for Completion of the Study

Project Timeline & Benchmarks			
Phase	Task/Meetings	Start Date	Due Date
Phase 1	Kick Off Meeting	8/18	8/18
Phase 1	VTO Meeting	8/23	8/23
Phase 1	Focus Group 1	8/25	8/25
Phase 1	Focus Group 2	8/25	8/25
Phase 1	Individual Meetings	8/29	9/9
Phase 1	Touch Base & Next Steps Meeting: Phase 1	9/14	9/14
Phase 2	Department Feedback Surveys	9/16	9/22
Phase 2	Consumer Feedback Survey	9/22	9/28
Phase 2	Review of Past Evaluations/Feedback	9/16	9/28
Phase 2	Employee DISC Assessment	9/26	10/4
Phase 2	Financial Review	9/26	10/4
Phase 2	Review of Measured KPIs	9/28	10/4
Phase 2	Individual Staff Evaluations & Interviews	10/4	10/7
Phase 2	Onsite Work-Flow & Technology Evaluation	10/11	10/14
Phase 2	Touch Base & Next Steps Meeting: Phase 2	10/18	10/18
Phase 3	Identifying & Mapping Analysis	10/19	10/28
Phase 3	Narrowing of Cause Analysis	10/28	11/4
Phase 3	Initial Findings Meeting & Next Steps: Phase 3	11/8	11/8
Phase 4	Development of Draft Report: Findings & Recommendations	11/8	11/18
Phase 4	Final Delivery & Presentation	11/18	11/18

II. Rates and Compensation

A. Contractor shall be paid Fifty Thousand Dollars (\$50,000.00) for the management study to be conducted under this Contract.

1. Payment to Contractor shall be divided into four (4) equal payments of Twelve Thousand Five Hundred Dollars (\$12,500.00) and paid as described below.
2. Payment of each installment of Twelve Thousand Five Hundred Dollars (\$12,500.00) shall be made upon completion of each of the four phases of the study within the timeframes as described above in Section 1 sub section E and immediately below, and submission of an invoice and the documentation related to completion of the phase.

Phase	Deliverables	Schedule	Budget
Phase 1 - Labor	<ul style="list-style-type: none"> ● Completion of Kick-off Meeting ● Timeline + Benchmarks updated 	8/18/22	\$12,500.00
Phase 2 - Labor & Assessments	<ul style="list-style-type: none"> ● Completed VTO with goals ● Report on findings from: <ul style="list-style-type: none"> ○ Individual meetings ○ Focus groups ● Detailed plan for Phase 2 	9/18/22	\$12,500.00
Phase 3 - Labor	<ul style="list-style-type: none"> ● Department and consumer feedback survey results ● Analysis of past evaluations ● Employee DISC Assessment and KPIs review ● Departmental financial analysis ● Reporting on individual staff interviews ● Initial evaluation of work-flow and tech 	10/18/22	\$12,500.00
Phase 4 - Labor	<ul style="list-style-type: none"> ● Mapping and Causation Analysis ● Complete report on findings and recommendations ● Final presentation 	11/18/22	\$12,500.00
Grand Total			\$50,000.00

- B. CSBD shall pay Contractor within thirty (30) days following the receipt of Contractor's invoice and related documentation.
- C. Contractor shall comply with the timelines established in the Project Timeline described in Section 1 for completion of each phase and submission of the draft and final reports.
- D. Contractor shall submit their final invoice to CSBD no later than 60 days after the completion of Phase 4 and acceptance by CSBD of Contractor's final report.
- E. Contractor shall comply with the provisions of Chapter 119, Florida Statutes. It is expressly understood that the CSBD may unilaterally cancel this Contract for Contractor's refusal to comply with this provision.

III. CSBD Duties and Responsibilities

CSBD will be responsible for providing access to its employees, its policies and procedures and payments to Contractor.

IV. Nature of the Relationship Between the Parties

The services that Contractor is providing under this Contract will be as an Independent Contractor. Nothing contained in this Contract 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, incur expenses, or make any obligation on behalf of the other party, beyond what is specifically provided in this Contract.

V. Confidential Information

Both parties may receive or will receive information that is proprietary to or confidential to the other party or its affiliated companies or agencies. Both parties agree to hold all such information and the terms of this Contract, 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 Contract or as required by law.

VI. Indemnification and Limitation of Liability

- A. Contractor shall at all times hereafter indemnify, hold harmless, and at CSBD's option, defend or pay for an attorney selected by the CSBD to defend CSBD, its governing boards consisting of the CSBD Council of Elected officials and the Broward Workforce Development Board, Inc. their officers, directors, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs and expenses: 1) related to, arising from, or as a result of the Contract between Contractor and

CSBD; or 2) caused by a negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from or related to, the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by 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 CSBD'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.

- B. In addition to other indemnification and assumption of liability agreed to herein, Contractor shall be responsible for the cost of legal defense awards, damages, penalties and/or fines for claims brought against Contractor and also naming CSBD, or its governing boards, their officers, directors, agents, servants, and employees for acts of commission and/or omissions on the part of the Contractor in relation to employees, consultants, agents or persons providing goods and/or services under this Contract to Contractor. Contractor shall secure Directors and Officers Liability Insurance for coverage of such contingencies.
- C. Rights and Remedies Not Waived. No payment by CSBD to Contractor shall be construed as a waiver by CSBD of any breach or default of Contractor in the performance of any condition of this Contract or amendment hereto; nor shall such payment impair or prejudice any right of CSBD with respect to such breach or default; nor shall any assent by CSBD express or implied, to such breach or default, be construed as assent to any succeeding breach or default.
- D. All demands for indemnification by CSBD shall be provided to Contractor in writing and where applicable shall include copies of all third party demands and/or claims. Additionally, CSBD shall fully cooperate with and assist Contractor in its defense against any such third party demands and/or claims. CSBD shall not be responsible for costs related to the provision of requested assistance.

VII. Insurance

- A. Contractor agrees to maintain the insurance required by this Contract in full force and effect throughout the term of this Contract and during any renewal or extension term of the Contract. The insurance shall be of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor.
- B. Contractor will provide CSBD Certificates of Insurance, evidencing the required coverage prior to contract start including all endorsements required herein and shall keep such certificates current during the entire term of this

Contract. If Contractor fails to maintain insurance as specified in this Contract, CSBD may terminate this Contract upon seven (7) days' written notice. However, CSBD may immediately purchase insurance to assure coverage and Contractor shall be responsible for the cost of the insurance which may be deducted from sums owing and due to Contractor. The certificates of insurance shall:

1. Provide that the Insurance shall not be changed, canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to CSBD. If a thirty (30) day notice of cancellation endorsement is not received, the cancellation clause must include language as follows:
SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED.

Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

2. If the Contract term goes beyond the expiration date of the insurance policy, Contractor shall provide the CSBD with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. CSBD reserves the right to suspend the Contract until this requirement is met.
 3. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
 4. The certificate shall contain the title of the insurance contract and the contract number.
 5. The Certificate Holder should read as follows: CareerSource Broward, 2890 W Cypress Creek Road, Fort Lauderdale, FL 33309
- C. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Contract. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by CSBD or their designee.

- D. Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding CSBD as an Additional Insured shall be reimbursed by CSBD.
- E. If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- F. Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be unacceptable and shall be considered breach of contract.
- G. Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Contract to Contractor's insurance company and to the CSBD VP of Human Resources as soon as practical.
- H. It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.
- I. All insurance policies required by this Contract 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.
- J. The policy or policies of insurance required by this Contract must be issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by CSBD. Coverage will be on the most current form of the relevant policy. The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as applicable to this project as set forth below:
- K. 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 Contract 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.

L. Required insurance includes:

1. COMMERCIAL GENERAL LIABILITY insurance shall be maintained for the life of the contract. This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. CSBD and its governing boards, the CSBD Council of Elected Officials and the Broward Workforce Development Board, Inc., their officers, directors, agents, servants, employees and volunteers shall be covered and named as an additional insured on the certificate for commercial general liability insurance with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for Bodily Injury Liability, Property Damage Liability and Personal injury. The policy must include coverage for Contractual Liability and Independent Contractors. The coverage shall contain no special limitation on the scope of protection afforded to CSBD, or the CSBD governing boards or their officers, directors, employees, and volunteers.
2. Workers' Compensation and Employer's Liability insurance coverage as applicable. Coverage must be afforded per Federal and State of Florida, Chapter 440, Florida Statutes with minimum statutory limits or elective exemptions as defined in Section 440, Florida Statutes Any person or entity performing work for or on behalf of CSBD must provide Workers' Compensation insurance. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against CSBD and the CSBD governing boards, their officers, directors, employees, and volunteers for all losses or damages. CSBD requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.
3. Business Automobile Liability insurance for all Owned, Hired, Scheduled, and Non-Owned vehicles coverage for Bodily Injury and Property Damage

in an amount not less than \$1,000,000 combined single limit each accident. CSBD, the CSBD governing boards, their officers, directors, employees, and volunteers shall be named as additional insureds on the certificate of insurance. If Contractor does not own vehicles, Contractor shall have the option to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of an endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy. The insurance must be an occurrence form policy.

4. Professional Liability Coverage. Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$2,000,000 aggregate.

VIII. Contract Term

The term of this Contract shall begin on the date of execution through June 30, 2023, or such other date as the parties may mutually agree upon, and may be renewed for an additional one-year period.

IX. Termination

- A. Termination for Convenience. This Contract may be terminated for the convenience of either party by providing the other party at least one hundred and twenty (120) days advanced notice in writing.
- B. Deobligation of Funds. Contractor agrees and understands that funds allocated to the Contractor under this Contract or any amendment or modification hereto are contingent upon CSBD's receipt of the federal grant funds under which this Contract is funded. CSBD, therefore, reserves unto itself the right to unilaterally deobligate, or if necessary, to suspend or terminate this Contract or any amendment hereto instantaneously and as may be necessitated by CSBD's funding levels. Any deobligation, modification or amendment shall be effective upon written notification to the Contractor by CSBD. CSBD shall provide Contractor thirty (30) days' written notice, or in the event CSBD receives less than thirty (30) days' notice, CSBD shall provide such notice as CSBD receives from its funding sources. In such instances, costs will be reimbursed up to the effective date of cancellation only; thereafter neither CSBD nor Contractor shall have any obligation whatsoever to complete or otherwise continue the Contract.
- C. Obligations Extending Beyond Contract Termination. Provisions of this Contract which by their terms extend beyond the termination or non-renewal of this Contract will remain effective after termination or non-renewal.
- D. CSBD may terminate this contract in the event of the occurrence of any of the below listed events, upon 24 Hours written notice, pursuant to Section XV

following a period of 48 hours to allow Contractor the opportunity to respond. The decision to accept Contractor's response shall be at the sole discretion of CSBD.

1. Becomes bankrupt or insolvent
 2. Discontinues operations
 3. Experiences the resignation or transfer of its principals
 4. Is the subject of lawsuits or other legal action that may materially impact the financial viability of Contractor
 5. Is the subject of official investigations of fraud or abuse on the part of Contractor, their staff, officers, or directors, and/or
- E. CSBD may terminate this Contract in the event of breach of this Contract by giving written notice to the Contractor in accordance with Section XV herein, after allowing Contractor 48 hours to respond and an opportunity to cure. The decision to accept Contractor's response and an opportunity to cure shall be at the sole discretion of CSBD.
- F. In the event of termination for cause, CSBD shall be liable for payment only for services rendered or goods delivered prior to the effective date of termination.
- G. The provisions of this Contract do not limit CSBD's remedies at law or in equity.

X. E-Verify

- A. Contractor agrees to comply with Florida Statutes 448.095 and shall:
1. Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors
 2. Not employ, contract with, or subcontract with an unauthorized alien
- B. Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits

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

- A. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
1. Procure or obtain
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country."
- B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C. Statutory and national policy requirements 2 CFR 200.300
- i. The Federal awarding agency must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S.

Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. The Federal awarding agency must communicate to the non-Federal entity all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award.

- ii. The non-Federal entity is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

XII. Amendments

- A. This Contract constitutes the entire agreement between the parties.
- B. Either party may, during the contract term request changes to the terms and conditions of this Contract. Such changes, if mutually agreed upon and in writing by and between CSBD and the Contractor, shall be incorporated by written amendments into this Contract.
- C. 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 degree of formality as this Contract and executed by the CSBD and Contractor.

XIII. Contract Terms and Conditions

- A. This Contract and the Exhibits attached to it contain the entire understanding between the parties and no provision of this Contract may be amended or waived unless agreed to in a writing signed by the parties.
- B. Each provision of this Contract 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.
- C. The provisions of this Contract will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.
- D. Contractor agrees to neither assign their responsibility for this Contract to another party nor to 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.

- E. If CSBD permits Contractor to subcontract all or part of the work contemplated under this Contract, including entering into subcontracts with vendors for services, it is understood by Contractor that all such subcontract arrangements shall be evidenced by a written document subject to prior review and approval by CSBD. 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.

XIV. Notice

Any notice required under this Contract will be deemed to be properly given only when sent via a nationally recognized courier, delivered by hand or overnight courier service, or mailed by certified or registered mail addressed as shown on the first page of this Contract.

XV. Force Majeure

Neither party will be responsible for failure or delay in performance of this Contract 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.

XVI. Compliance with Federal Laws

- A. To the extent this contract is funded with federal funds in excess of one hundred thousand dollars (\$100,000.00) Contractor shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
- B. Contractor certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.
- C. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with: 45 CFR Part 74 and/or 45 CFR Part 92

and/or 220 CFR Part 600 et. seq., and all other applicable federal regulations as applicable

- D. Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- E. Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- F. Contractor shall comply with Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in educational programs.
- G. Contractor shall comply with the Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- H. Contractor shall comply with Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.
- I. Contractor shall comply with Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I – financially assisted program or activity.
- J. Contractor shall comply with The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- K. Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7),
- L. Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.
- M. 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.

- N. Non-Discrimination and Harassment-Free Workplace. Contractor shall not discriminate against any employee employed in the performance of a Contract, or against any applicant for employment because of race, creed, color, handicap, national origin, marital status, or sex. The Contract shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The Contractor agrees to insert a similar provision in all subcontracts that will meet the requirements as set forth in Public Law 105-220, section 188.
- O. Unauthorized Aliens. Contractor agrees not to employ unauthorized aliens. CSBD shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSBD. Contractor shall obtain affidavits from its subcontractors swearing and affirming that they do not employ, contract with, or subcontract with an unauthorized alien, Contractor shall maintain a copy of subcontractor affidavits.
- P. Debarment and Suspension. Contractor certifies that they are not presently nor within the three (3) year period preceding the effective date of this Contract, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 CFR 98,
- Q. Pro-Children Act. Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S. C. 6083.

XVII. Lobbying and Related Parties

- A. Lobbying. Contractor shall complete the Lobbying Certification Form and Disclosure of Lobbying Activities Form, Standard Form-LLL.
- B. Contractor attests that he has not employed any person to solicit or secure this Contract 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 clause may result in termination of this Contract, or, at CSBD's discretion to deduct from the Contractor's fee the amount of such commission, percentage, brokerage, or contingent fee.
- C. When applicable, the Contractor shall disclose all related party transactions.

XVIII. Record Retention

- A. Contractor shall keep copies of all records, accounts, and documents pertaining to the operation of this Contract or any amendment hereto for not less than five (5) years following the expiration of this Contract. However, if any audit, claim, litigation, negotiation, or other action involving this Contract 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.
- B. Contractor shall maintain books, records and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly account for expenditures incurred in the execution of Contractor's duties and responsibilities under this Contract.
- C. If Contractor is requested to provide CSBD with their records or elects to provide CSBD with all its records pertaining to this Contract 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.

XIX. Voluntary or Involuntary Dissolution

- A. In the event of the voluntary or involuntary dissolution of Contractor's organization Contractor shall inform CSBD 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 or review of the Contractor's expenditures in the delivery of services under this Contract. CSBD may also request or make provisions for the preservation of all records pertaining to the Contract and any amendments hereto.
- B. In the event of the voluntary or involuntary termination of this Contract, for any reason as described in this Contract, Contractor shall allow CSBD at its sole expense to arrange for an immediate audit or review of the Contract expenditures in delivery of services under this Contract. CSBD may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Contract and any amendments hereto.
- C. Notice required by this section shall be in writing and in accordance with the Notice provisions in Section XV herein.

XX. Dispute Resolution

- A. This Contract shall be governed and construed according to the laws of the State of Florida, Venue for litigation concerning this Contract shall be in Broward County, Florida.
- B. The parties agree to use best efforts to negotiate to resolve all differences. Each party shall provide written notice which can include notice via email to the other party of any dispute, except disputes related to invoices which is addressed in Section IV Compensation, regarding this Contract within five (5) days of that party becoming aware of the dispute. The receiving party must in turn respond in writing no later than 15 days from the date of receipt. The parties shall first attempt to resolve their dispute informally.

XXI. Public Entity Crimes and Discriminatory Vendor

- A. Contractor represents that the execution of this Contract will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and recovery of all monies paid by CSBD pursuant to this Contract, and may result in debarment from CSBD's competitive procurement activities.
- B. 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
- C. 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 Contract. An untrue representation of the foregoing shall entitle CSBD to terminate this Contract and recover from Contractor all monies paid by CSBD pursuant to

this Contract, and may result in debarment from CSBD's competitive procurement activities.

XXII. Vested Powers

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

XXIII. Contractor Licensed to Do Business

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 Secretary of State of Florida and is licensed to do business in the County of Broward Florida in which Contractor offices are to be located.

XXIV. Excess Payment

Contractor agrees, upon receipt of a written request from CSBD to return to CSBD any fees paid by CSBD to the Contractor which have been erroneously paid and/or in excess of the fees owing to the Contractor under this Contract.

XXV. 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 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 hereto have been approved by the CSBD.

XXVI. Patents, Copyrights, and Royalties

- A. 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.


- B. 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.


END OF CONTRACT


EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: EQUITURN BUSINESS SOLUTIONS, INC., signing by and through its President & Managing Partner on the 12 day of August, 2022 and CareerSource Broward signing by and through its President/CEO.

AS TO EQUITURN BUSINESS SOLUTIONS, INC.:

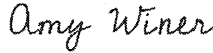
ATTEST: 




BY: 

(Signature)
NAME: RON KRUDO
TITLE: President/Managing Partner
DATE: 08/12/2022

AS TO CAREERSOURCE BROWARD:

ATTEST




BY: 

(Signature)
NAME: CAROL HYLTON
TITLE: President/CEO
DATE: 08/15/2022

Approved as to form
By the CareerSource Broward
General Counsel
2890 W. Cypress Creek Blvd
Ft. Lauderdale, FL 33309

BY: 

Rochelle J. Daniels
General Counsel

Exhibit A

1. Contractor shall conduct an extensive analysis of CSBD's Human Resources and Communications and Business Relations departments management structure, operations, impact, and overall opportunities to provide CSBD with recommendations regarding actions necessary to enhance the performance of those two departments.
2. To accomplish the management study Contractor shall:
 - A. Gain a comprehensive understanding of departmental operations by examining the individual employees, current operating procedures, individual key performance indicators, and conducting surveys/interviews.
 - B. Conduct interviews, leadership assessments, an operational needs review, and job function assessments for the purpose of making recommendations regarding the current management structure and style of management for the two departments which are the subject of the study.
 - C. Approach the management study based upon the Six Sigma Analysis process
 - D. Provide recommendations for methods to improve the service and impact of the two departments which are the subject of this study by reviewing the existing standard operating procedures, evaluating the consumers brand perception, and assessing their current effectiveness in providing services.
 - E. Provide a detailed comparison and opportunity analysis of consolidating, outsourcing, or restructuring the current department structures by assessing the current job duties and work output of the teams, reviewing potential bottlenecks, identifying areas for improvement and efficiency, with a proposed new structure or through potential outsource options.
 - F. Source and evaluate opportunities to integrate new cutting-edge tools to the two departments to automate processes, increase efficiency, or improve their service.
3. The methodologies to be employed in delivering the required tasks include:
 - A. Meetings with upper management to understand CSBD's overarching concerns and departmental goals. The meetings shall:
 - a. Utilize a Vision/Traction Organizer (V/TO) tool used in the strategic planning process to focus the study.

- b. Consist of multiple sessions with departmental staff to answer key questions regarding the organization's 1-3-5-year plan. The meetings shall take the form of:
 - i. Two to three focus group discussions regarding current business functions.
 - ii. Individual meetings on specific topics that will be pre-scheduled with the executive team.

- B. Assessment of the concerns and opportunities by quantifying them with the data collected which will be analyzed to pinpoint areas for immediate and long-term policies. Costs of implementation will also be considered. The assessments will consist of a 360-degree feedback (also known as multi source assessment) calling for feedback from all employees and supervisor(s) regarding their peers and the organization, as well as self-evaluations. This exercise will identify potential changes that may be effective in comparison to research and information collected from external sources.
 - a. Contractor will develop a custom survey to address the specific information points needed for the study to analyze operational structure, processes, management, and technology.
 - b. Contractor shall conduct individual staff evaluations and follow-up interviews of key team members.
 - c. To the extent available Contractor shall be given access to prior evaluations including DISC assessments recently conducted in connection with team building training.
 - i. Contractor will review the performance of both the individual employees, supervisors, and department based on their daily, weekly, and monthly Key Performance Indicators.
 - ii. Contractor will visit the department offices to review on-site processes, including hardware, software, and office workflow.
 - iii. Contractor will assess the cost of operations and costs based upon CSBD's financials.

- iv. Contractor will develop and conduct a consumer-focused survey to distribute to the department's recent and past customers to determine customer satisfaction, and service outputs.

C. Upon completion of the comprehensive data collection and measurement process, Contractor will:

- a. Build a process map for departmental operations, organizational structure flow chart, feedback graphs, and service/output charting
- b. Identify any potential root causes that are restricting the organization's goals for the future.
- c. Provide a **detailed draft report** on next steps for the study objectives. Including the initial findings of root causes and recommendations to the CSBD executive team and receive feedback before publishing the final Report
- d. Submission of the final report including a presentation which shall contain:
 - i. A Table of Contents
 - ii. An executive summary
 - iii. Summary graphs and appendices to support the recommendations as appropriate
 - iv. Strategic findings and recommendations intended to increase CSBD's efficiency, effectiveness, and strategic growth.
 - v. A detailed summary of the study, methodology, information collected, and overall written analysis of the findings of this report.
 - vi. S.M.A.R.T Goals (specific, measurable, attainable, realistic, and timely) to meet the strategic goals of the departments and action steps for implementing the report recommendations. Recommendations for the two departments which are the subject of the study include:
 - I. Ways to address the causes presented in the analysis phase.

- II. Departmental process flow and areas for improvement to increase the efficiency and effectiveness of the two departments.
- III. The departmental structure of the two departments and the effectiveness on the performance of the staff, and their ability to meet expectations and ways to increase the success of the departments.
- IV. An analysis of the two departments' ability to complete their assignments effectively and ways to increase their efficiency in providing services and fulfilling assignments.
- V. Potential restructuring or outsourcing of some or all of the current departmental responsibilities, based on job duties, expectations, and individual employees' abilities to fulfill the needs of their position for CSBD.
- VI. Ways to utilize new trends to increase employee efficiency, engagement, and effectiveness. This will include recommendations for new employee structures, management structure, services, and processes.
- VII. Options for new technology tools that can improve the workflow of the two departments and technology to replace current technologies.

ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the Grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this agreement, the Grantee hereby certifies and assures that it will fully comply with the following:

A. Assurances – Non-Construction Programs (SF 424 B)

B. Debarment and Suspension Certification (29 CFR Part 98)

C. Certification Regarding Lobbying (29 CFR Part 93)

D. Drug free Workplace Certification (29 CFR Part 98)

E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

By signing the agreement, the Grantee is providing the above assurances and certifications as detailed below:

A. ASSURANCES – NON-CONSTRUCTION PROGRAMS.

NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290

ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Sub-grant Agreement Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.
5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
6. Will cause to be performed the **required** financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The prospective Grantee certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Grantee is unable to certify to any of the statements in this certification, such prospective Grantee shall attach and explanation to this proposal [or plan].

C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Sub-grant Agreements.

The undersigned (i.e., Grantee) certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Grantee, attests and certifies that the Grantee will provide a drug-free workplace by the following actions.

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

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

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

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

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

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

(1) Section 188 of the Workforce Innovation and Opportunity Act of 1998 (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;

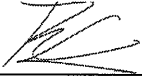
(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

(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 has the right to seek judicial enforcement of the assurance.

I have read, understand, and will comply with the above Assurances and Certifications:



Authorized Representative

08/12/2022

Date

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

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

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

prefixes. e.g., "RFP-DE-90-001."

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

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

1. Type of Federal Action

2. Status of Federal Action:

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

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹¹. Type of Federal Action: _____ 2. Status of Federal Action: _____ 3. Report Type: _____

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

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

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

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

CFDA Number, if applicable:

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

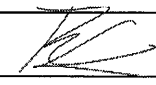
<p>10. a. Name and Address of Lobbying Entity</p> <p>(If individual, last name, first name, MI)</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a.)</p> <p>(Last name, first name, MI)</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>
<p>11. Amount of Payment (check all that apply): _____ actual _____ planned _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p>a. cash b. In-kind, specify: nature _____ value _____</p>	
<p>13. Types of Payment (check all that apply):</p> <p>a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other, specify: _____</p>	

<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.</p> <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>

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

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

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

Signature  _____
 Print Name Ron Krudo
 Title President
 Telephone Number 4074744963


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

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Congress, an Officer or Employee of Congress, or an Employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EQUITURN BUSINESS SOLUTIONS, INC.

Grantee/Contractor/Organization	Program/Title
Ron Krudo 	08/12/2022
Name of Certifying Official Print Name and Sign	Date

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

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

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

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature

08/12/2022

Date

Ron Krudo

President

Print Name and Title of Authorized Representative

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation and employees' assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

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

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

CERTIFICATION

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



Signature

Ron Krudo

Print Name

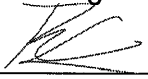
08/12/2022

Date

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

 08/12/2022

Signature and Date
Ron Krudo

Printed Name
President

Title
Equiturn Business Solutions, Inc.

Organization

SIGNATURE CERTIFICATE



REFERENCE NUMBER
61E3E95C-E6B4-4ACC-956B-C74331A97980

TRANSACTION DETAILS

Reference Number
61E3E95C-E6B4-4ACC-956B-C74331A97980

Transaction Type
Signature Request

Sent At
08/12/2022 14:52 EDT

Executed At
08/12/2022 18:42 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
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Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Equiturn Vendor Agreement No 2022-2023-Vendor-Contractor- Mgt Study-12005

Filename
equiturn_vendor_agreement_no_2022-2023-vendor-contractor_mgt_study-12005.pdf



Pages
40 pages

Content Type
application/pdf

File Size
418 KB

Original Checksum
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Salome Lopez</p> <p>Email slopez@equiturnsolutions.com</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 0658dcd80523962be9f2960fdc23abdebd5b80068a52db27ddb307d35f3c24</p> <p>IP Address 166.205.159.119</p> <p>Device Mobile Safari via iOS</p> <p>Drawn Signature </p> <p>Signature Reference ID F35AADF2</p> <p>Signature Biometric Count 109</p>	<p>Viewed At 08/12/2022 18:41 EDT</p> <p>Identity Authenticated At 08/12/2022 18:42 EDT</p> <p>Signed At 08/12/2022 18:42 EDT</p>
<p>Name Joshua Orlinsky</p> <p>Email jorlinsky@equiturnsolutions.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 9935be04b82c06c3e76755ce89662084473f4df2d3204231a16e2b405614f9c4</p> <p>IP Address 107.72.178.142</p> <p>Device Chrome Mobile iOS via iOS</p> <p>Drawn Signature </p> <p>Signature Reference ID DF57120A</p> <p>Signature Biometric Count 57</p>	<p>Viewed At 08/12/2022 18:40 EDT</p> <p>Identity Authenticated At 08/12/2022 18:40 EDT</p> <p>Signed At 08/12/2022 18:40 EDT</p>
<p>Name Ron Krudo</p>	<p>Status signed</p>	<p>Viewed At 08/12/2022 14:53 EDT</p>

Email
rkrudo@equiturnsolutions.com
Signer Sequence
0
Components
24

Multi-factor Digital Fingerprint Checksum
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IP Address
76.137.38.198
Device
Chrome via Mac
Drawn Signature




Signature Reference ID
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Signature Biometric Count
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Identity Authenticated At
08/12/2022 14:58 EDT
Signed At
08/12/2022 14:58 EDT

AUDITS

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SIGNATURE CERTIFICATE



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TRANSACTION DETAILS

Reference Number
5882A51E-C3D8-43CD-B61A-24262A1AF473

Transaction Type
Signature Request

Sent At
08/15/2022 10:02 EDT

Executed At
08/15/2022 10:23 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
baed44679dff32f42be935446f33f8ce18871a355dc6dbde88fe8770742b97b

Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
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42 pages

Content Type
application/pdf

File Size
335 KB

Original Checksum
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SIGNERS

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<p>Name Amy Winer</p> <p>Email awiner@careersourcebroward.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum ec3daad52cb4a13df61cfe47d5908ea9121746d41ec6b64b6f8a91de34fcb483</p> <p>IP Address 67.23.70.69</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID 0411F52C</p>	<p>Viewed At 08/15/2022 10:14 EDT</p> <p>Identity Authenticated At 08/15/2022 10:14 EDT</p> <p>Signed At 08/15/2022 10:14 EDT</p>
<p>Name Carol Hylton</p> <p>Email chylton@careersourcebroward.com</p> <p>Signer Sequence 0</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 28470ec01a50697770b7e32a14cac587071a7e2459bba52084a0df62f6433b4f</p> <p>IP Address</p>	<p>Viewed At 08/15/2022 10:10 EDT</p> <p>Identity Authenticated At 08/15/2022 10:11 EDT</p> <p>Signed At 08/15/2022 10:11 EDT</p>

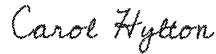
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