

VENDOR AGREEMENT 2022-2023-Vendor/Contractor-12004

CFDA NO.'S

17.245 TAA

93.588 WTP

17.258 WIOA Adult

17.278 WIOA Dislocated Worker

17.259 WIOA Youth

17.207 WP

10.561 SNAP

17.801 LVER

17.801 DVOP

17.225 RESEA

17.258, 17.259, 17.278 Get There Faster

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 \$ 17,470,027 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
INTEGRATIVE STAFFING, GROUP, LLC. (VENDOR)
AND
CAREERSOURCE BROWARD

This Contract dated the 18th day of July, 2022 is between CareerSource Broward ("CSBD"), located at 2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309 and Integrative Staffing Group, LLC., hereinafter referred to as "Contractor," located at 940 Beaver Grade Road, Coraopolis, PA 15108, hereinafter collectively, "the parties," to start the date it is executed by all the parties.

RECITALS

WHEREAS, CSBD issued a Request for Proposals for Staffing Services for its three CareerSource Broward Career Centers in April 2022; and

WHEREAS, Contractor is in the business of providing certain Human Resources, Staffing and Workforce Management Services as sought by CSBD; and

WHEREAS, the CSBD governing boards selected Contractor as the low bidder at their Meeting on June 23, 2022, to provide the requested staffing services; 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:

1. Contractor shall responsible for maintaining time documentation for all the employees.
2. Contractor shall 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. These 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. Stat.

I. Contractor's Staffing Duties and Responsibilities

- A. All employees hired pursuant to this contract shall in accordance with Florida Law be employees-at-will. Nothing in this contract shall be interpreted to create a contractual relationship between either CSBD or the employees nor shall the employees be considered third party beneficiaries to this contract.
- B. Contractor shall recruit, interview, screen, assess, and assign to CSBD qualified individuals for vacant positions. These individuals shall be considered temporary workers on assignment for Contractor for ninety (90) days.
 - 1. Prior to making an offer to an individual for a short term ninety-day assignment:
 - a. Contractor shall conduct the following checks:
 - i. Background checks including but not limited to FDLE Level 1 Criminal background checks
 - ii. FDLE Level II Background checks for staff working with youth under the age of 18.
 - iii. Motor Vehicle history checks for individuals who will drive or be reimbursed for mileage while on the job
 - iv. Credit checks for any staff obligating funds for CSBD or awarding support costs or approving payments to or on behalf of CSBD participants
 - v. Reference checks
 - vi. Education verification
 - vii. Drug screenings
 - viii. I-9 verification, using the E-Verify system to assure that such person is not an unauthorized alien as defined in 274A (e) of the Immigration and Nationality Act (8 USC 1324(a).
 - ix. Civil Court Actions check
 - b. The assessments referred to above shall consist of Human Resources legally acceptable written and oral assessments of applicants to determine their fitness for the position to which they are applying.

- c. Contractor shall coordinate with the One-Stop Career Center Manager to which the employee will be assigned. The One-Stop Manager shall meet with the prospective employee and indicate their concurrence or non-concurrence to Contractor regarding the hire of the individual.
- d. Communicate the results of the checks listed in paragraph B.1.a above, the employee interview / assessment, and the recommended salary, to the CSBD Vice President of Human Resources who shall serve as the point person for CSBD. The Vice President of Human Resources shall respond to Contractor regarding the above within 2 business days so as not to delay the proffering of a job offer to a prospective candidate.
- e. Contractor shall inform prospective employees that:
 - i. CSBD maintains three (3) career centers and employees can be assigned to any of the three (3) career centers based upon the needs of CSBD and at their sole discretion.
 - ii. Employees can be reassigned to a different career center from that to which they are initially assigned based upon the needs of CSBD and at their sole discretion.
 - iii. CSBD receives numerous grants which have different funding cycles. From time to time and depending upon the grant employees may be transferred from a position in one grant to a position in another grant to provide for the employee's continuous employment. This is done at the sole discretion of CSBD as a part of its fund management. This may result in different but similar duties and/or a change in supervisor or location for an indeterminate period of time. This information should be included in employee on-boarding.
 - iv. If an individual is hired to a position funded by a discretionary temporary grant, their position will be considered temporary ("Temporary Position") and will be scheduled to end in accordance with the grant end date which shall be provided to Contractor by CSBD prior to their hire.
 - AA. The employee(s) shall be informed in writing 60 days prior to the end of the CSBD program year that their Temporary Position will be extended and shall indicate the period of the extension or that their position will come to an end June 30 of the applicable calendar year.
 - BB. Positions with the same or similar titles as the Temporary Positions may be posted and individuals in the Temporary

Positions may apply for those positions but shall not be guaranteed appointment.

CC. Employees shall be informed that they are able to also apply to other positions within CSBD or the Career Centers as their grant funded position comes to an end.

- v. Positions in the career centers are not remote work position assignments. Working remotely is not an option for career center positions.
 - vi. There is a substantial benefit package for individuals once appointed to long term assignments and Contractor shall describe the benefits.
- f. Contractor shall familiarize themselves with the Career Center employee pay ranges in order to be able to make a recommendation regarding the starting salaries.
 - g. Contractor shall provide an abbreviated orientation and on-boarding to all employees approved and hired for a short-term assignment. This shall include compliance with Contractor's employee manual and workplace rules.
 - h. During the ninety (90) days assignment Contractor shall be responsible for payment of wages and all statutory payroll taxes; provide unemployment insurance and workers' compensation benefits, handle unemployment and workers' compensation claims as well as provide any other benefits provided to workers on short term temporary assignment.
 - i. Contractor shall be paid in accordance with Article IV for individuals hired for a ninety (90) day short term assignment.
 - j. Employee Benefits
 - i. To meet the legal requirement for the provision of health benefits by the 90th day of employment, a determination shall be made by the 85th day of an employee's initial appointment to a temporary assignment, regarding whether that employee shall remain in the assignment on a long-term basis in accordance with paragraph B below.
 - ii. All employees approved to move to a long-term assignment who are entitled to health insurance shall be enrolled in Contractor's health insurance plan prior to the 90th day of their employment.

- iii. All employees whose assignment will terminate after their initial 90-day assignment shall be terminated on the business day immediately prior to the 90th day of their employment. If the 90th day falls on a weekend or holiday the termination shall precede the weekend or the holiday so as not to violate the 90-day health insurance rule.
- iv. All other benefits, including but not limited to the accrual of paid leave time, shall begin for employees moving to a long-term assignment on the first day of their employ in a long-term assignment position.
- v. CSBD and Contractor shall review the award of the health insurance benefit quarterly to determine if the award date is a deterrent to the recruitment of staff to fill vacant positions at which time modifications to this section of the Contract may be considered.

2. Contractor responsibilities for employee training:

- a. The delivery of employee training related to their behavior in the workplace including but not limited to:
 - i. Anti-Harassment training
 - ii. Training related to Contractor's personnel policies
 - iii. Quarterly trainings to minimize Workers Compensation liability.
 - iv. Mileage reimbursement requirements for employees who need to drive as a condition of their assignment, including the requirement to submit proof of insurance, the manner in which to record mileage and proper completion of mileage reimbursement forms.
 - b. Contractor shall coordinate the schedule for the delivery of training with the Career Center Manager including whether the training shall be conducted during the first 90 days of an individual's employ or during the first 5 months of a long-term assignment.
 - c. Contractor may deliver training in person, virtually, via ZOOM, through video or a combination of media. Contractor shall assure employees certify in writing that they have received required training through a signed attendance sheet submitted to the Career Center Manager.
- C. Contractor shall identify prospective employees appropriate for a long-term assignment from individuals participating in a short term ninety (90) day assignment described in paragraph "B" above by the 85th day of their employment.

1. Prior to making this determination Contractor shall coordinate with the CSBD Sr. Vice President of Operations who shall approve the appointment.
 2. Contractor shall provide an orientation and full on-boarding that includes the terms and conditions of their employment.
- D. Contractor shall be responsible for coordinating work schedules, and directing all individuals appointed to a CSBD assignment. Career centers must be open five (5) days a week from 8:00 to 5:00 except for holidays. Flex time is not an option for career center employees.
- E. Provide an Employee Manual, which shall be approved by CSBD, and which shall address employees' conduct, attendance, hours, and such other rules and regulations appropriate to the workplace. Employees will be required to comply with the employment policies and standards set forth in Contractor's approved Employee Manual.
- F. Contractor shall reiterate the conditions of employ cited in paragraph B.1.e above.
- G. Contractor shall be reimbursed for and shall annually conduct:
- i. FDLE level 1 background screening of all career center employees. FDLE level 1 background checks shall be conducted during last quarter of the program year or as agreed to with CSBD
 - ii. FDLE level 2 checks on all employees who are assigned to work with youth under 18.
 - iii. Motor Vehicle History check for employees in positions eligible for mileage reimbursement.
- H. Contractor shall responsible for maintaining time documentation for all the employees in accordance with Article IV.
- I. Contractor shall provide employee benefits for all employees on long term assignment, as follows during the first twelve months that this contract is in effect. Thereafter Contractor shall meet with CSBD 8 months prior to the start of a renewal period to discuss the benefits package. CSBD will reimburse Contractor for all benefits listed below associated with individuals on a long-term assignment.
1. Health insurance
 2. Vision

3. Dental
 4. Short Term Disability
 5. Long Term Disability
 6. Term Life Insurance equal to the employee's then annual salary to include accidental death and dismemberment.
 7. Administration of the Employee 401K Plan
 8. Administration of the Tuition Reimbursement Plan
- J. Coordinate with the CSBD Vice President of Human Resources on scheduling new hires for state required "Tier I Certification" training. Contractor shall inform new hires in writing along with their offer letter that the certification is a condition of their employment and if the certification is not attained within ninety (90) days of their hire date, they will be terminated. The 90 period shall begin on the first day of employee's moving to a long-term assignment.
- K. Contractor shall provide notice and consult with the CSBD VP of Human Resources prior to taking disciplinary action, including termination, against an employee hired to execute duties and responsibilities in the Career Centers or at the CSBD offices, in Contractor's employ, under this agreement. In general, Contractor shall be authorized to discipline and/or terminate any Career Center employee or employee stationed at the CSBD offices under their employ following notice and consultation with CSBD:
1. Without cause in accordance with Florida Law, which provides for at will employment.
 2. With cause for violation of Contractor's workplace policies and procedures as set forth in their Employee Manual.
 3. With cause for violation of CSBD, State or Federal grant and/or program policies and procedures.
 4. Upon CSBD request for any lawful reason.
- L. Contractor shall be responsible for filling vacancies as described herein with qualified and acceptable individuals at the earliest practical time following notice of a vacancy. This includes vacancies created because of the award of additional discretionary grants to CSBD.
- M. Contractor agrees to refrain from directly or indirectly soliciting, recruiting, or attempting to solicit or recruit, any individual employed by CSBD so long as this

Contract remains in effect and for a period of one (1) year after. Contractor shall not be prohibited from general solicitations regarding open positions (e.g., publishing advertisements to the general public or on job-posting websites).

II. CSBD Duties and Responsibilities

A. CSBD will be responsible:

1. For its business operations, performance, service delivery outcomes, and intellectual property.
2. For providing employees on a long-term assignment training and access to federal, state and CSBD guidelines, policies and requirements so they can perform their jobs.
3. Ensuring that employees' job duties are not materially changed without advance notice to and without the prior approval of Contractor.
4. For training staff on the proper controls, policies and procedures related to the award of bus passes, gas cards, clothing vouchers and other support services to participants enrolled in a CSBD grant program.

III. Nature of the Relationship Between the Parties

- A. The services that Contractor will render to CSBD 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, create expenses, or make any obligation on behalf of the other party, beyond what is specifically provided in this Contract.
- B. Employees hired to staff the CSBD Career Centers or into positions stationed at CSBD shall be the sole and exclusive employees of Contractor who shall be the employer of record. During the term of this Contract and all amendments thereto, all employees hired to staff the CSDB Career Centers or into positions stationed at CSBD shall receive wages only from Contractor and Contractor will issue a form W-2 to each employee for wages earned during the calendar year (or part hereof).

IV. Rates and Compensation

- A. Contractor shall become a certified professional employer organization (CPEO) for purposes of satisfying the IRS definition of a CPEO identified using Form 8973, Certified Professional Employer Organization/Customer

Reporting Agreement to guarantee the payment of employee taxes. CSBD shall reimburse Contractor for the cost of the application

- B. In addition to being a CPEO, if allowed by the IRS, Contractor shall assure that they or any subcontractor they use shall deposit all federal tax deposits using Electronic Funds Transfer (EFT) through the Electronic Federal Tax Payment System (EFTPS) and shall list CSBD as a Contact Employer for purposes of being immediately informed of tax payments. Contractor shall also submit the tax payment confirmation to the CSBD Sr. Vice President of Finance immediately upon receipt.
- C. Contractor shall be responsible for payment of all Career Center employee payroll costs including:
1. Base wages or salary, bonuses or incentive pay, overtime, paid holidays and leave time as approved by CSBD.
 2. Statutory Federal and State Payroll Taxes paid by the employer, including contributions to Social Security tax, Medicare tax, federal unemployment tax, and state unemployment tax.
 3. The employee portion of Statutory Federal and State Payroll Taxes paid by the employer, including contributions to Social Security tax, Medicare tax, federal unemployment tax, and state unemployment tax withheld from employee paychecks and paid on their behalf to the appropriate authority.
 4. This is a cost reimbursement contract. Contractor will submit invoices to CSBD bi-weekly and CSBD shall pay all invoices within fifteen (15) business days of the invoice receipt. If a portion of any invoice is disputed, CSBD will notify Contractor's Director of Finance of such dispute via phone and email within fifteen (15) days of receipt of the Invoice or sooner and Contractor will be required to correct the invoice in order to be paid.
 5. The payroll costs and employee benefit expense rates applicable to Career Center employees and in effect at the time this Contract is executed are set forth in Exhibit A to this Contract. Contractor's invoices will include supporting documentation detailing the cost of all wages, and payroll costs, benefits and withholding by CSBD grant funding stream comprising the payroll for employee covered by this Contract.
 6. Contractor shall provide CSBD with wage reports, benefit reports, employment application forms, supporting documentation created or received by Contractor and related to any term and condition of this agreement. These 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. Stat.

7. Contractor shall make books and records accessible to CSBD in Broward County for monitoring time worked by career center employees, wages, payroll, required withholdings, and other benefit payments. The records can be made available electronically.
 8. Contractor may separately invoice CSBD for employee benefits, and travel reimbursement expenses to minimize the invoice processing time. To assist in the preparation of invoices, employees shall be instructed as follows:
 - i. All staff shall be expected to complete their electronic time card and submit it to their supervisor for signature no later than Monday morning 10:00 a.m. following the close of the pay period.
 - ii. Electronic time cards cannot be completed before the end of the workday at 5 p.m.
 - iii. The electronic time sheets shall be reviewed by the Career Center Manager and submitted to Contractor by 11 a.m. the Monday after the pay period ends.
 - iv. 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 employees.
- D. During the initial ninety (90) day assignment, CSBD shall pay Contractor a sum equal to 100% of the employees' salary plus a burden equal to 40% of their salary for a total 140% of each employee's salary.
1. Contractor shall be responsible for payment of employee
 - a. FICA taxes.
 - b. Unemployment Insurance Tax (State and Federal) ...
 - c. Medicare Taxes
 - d. Worker's Compensation Insurance
 - e. Any additional taxes

- f. Health insurance for employees moving on to a long-term assignment
 - g. Background checks including but not limited to FDLE Level 1 Criminal background checks
 - h. FDLE Level II Background checks for staff working with youth under the age of 18.
 - i. Motor Vehicle history check for individuals who will drive or be reimbursed for mileage while on the job
 - j. Credit checks for any staff obligating funds for CSBD or awarding support costs or approving payments to or on behalf of CSBD participants
 - k. Reference checks
 - l. Education verification \drug screenings
 - m. I-9 verification, using the E-Verify system to assure that such person is not an unauthorized alien as defined in 274A (e) of the Immigration and Nationality Act (8 USC 1324(a).
 - n. Civil court actions check
2. To be paid for employees hired for the initial 90-day assignment Contractor shall submit:
 - a. An invoice
 - b. A schedule of all employees paid that pay period including the 40% burden per employee
 - c. A copy of the employee timesheet, which may be electronic and which allocates employees' time to the various CSBD grant funding streams.
 - d. A copy of the ACH or other electronic evidence of payment of employee's wages
 3. Contractor may separately invoice CSBD for the facilitation of behavioral/personality-based assessments such as the Predictive Index or similar types of assessments not to exceed \$10,000 a year and based on the actual cost of the assessment license.
 4. Contractor shall not be entitled to the per employee rate of eighty-five dollars (\$85.00) per pay period during the initial ninety (90) day period.

- E. Following the initial ninety (90) day period Contractor shall be paid a professional service fee of Eight-Five Dollars (\$85.00) per employee per pay period through the term of this Contract.
1. Contractor shall be reimbursed for employee wages, any other reimbursable expenses, and the employer portion of mandatory taxes every two (2) weeks along with the \$85.00 dollar fee per employee per pay period following receipt of evidence that all employees have been paid by submission of:
 - a. An invoice
 - b. A schedule of all employees paid that pay period
 - c. A copy of the employee timesheet, which may be electronic and which allocates employees' time to the various CSBD grant funding streams.
 - d. A copy of the ACH or other electronic evidence of payment of employee's wages
 2. Upon submission of an invoice accompanied by evidence of payment of the below listed benefits CSBD will reimburse Contractor for the actual cost of the Employer contribution for:
 - a. Employee only Health Insurance
 - b. Employee only Vision Insurance
 - c. Employee only Dental Insurance
 - d. Employee only Short-Term Disability
 - e. Employee only Long-Term Disability
 - f. Employee only Term Life Insurance at 1X Employee's salary including accidental death and dismemberment.
 - g. The retirement employer contribution for the 401K and the administrative cost
 - h. Workers' compensation
 - i. Following the first year of employment annual criminal background checks and Motor Vehicle History checks

- j. Randomly requested drug screenings
 - k. Tuition reimbursement
 - l. Such other employee benefits as agreed to between the parties, that are provided to staff hired by Contractor to staff the one-stop centers.
- F. Employee mileage reimbursement
- 1. 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.
 - 2. In requesting mileage reimbursement individuals on a CSBD assignment must follow the state guidelines for mileage reimbursement
 - 3. Contractor shall 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
 - 4. Contractor shall establish a prior approval process for employees who might incur incidental costs related to their employment for which they may request reimbursement.
- G. Contractor shall pay all individuals covered by this Contract wages through automatic deposit in the bank of the employee's choice or through a payroll bank debit and ATM card ("paycard").
- H. Contractor shall handle unemployment and workers' compensation claims involving Center Staff employees for whom Contractor is the Employer of Record.
- I. Contractor's employees assigned to the CSBD Career Centers for a long-term assignment shall have the same holiday and personal day schedules as CSBD.
- J. Contractor shall implement a process for allocating and tracking Paid Leave Time, Personal Days and Holidays by employee. Paid Leave Time, Personal Days and Holidays must be accrued and allocated in accordance with the employee's allocation of their time.
- K. Exhibit A shall be completed and submitted to CSBD within 30 days of execution of this Contract. Invoices for pass through costs shall be contingent upon submission and acceptance of Exhibit A by CSBD.

V. Confidential Information

- A. 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, Career Center employees may have access to personal and confidential information (such as Social Security numbers) related to employees assigned to the career centers. Both parties agree to hold all such information and the terms of this Contract, including **Exhibit A**, 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.
- B. Career Center employees on short- and long-term assignments may be provided with access to Florida's Re-employment Information (RA). RA information is confidential pursuant to section 443.1715, Florida Statutes, and 20 CFR 603.9(b)(1). All employees must comply with section 443.1715, Florida Statutes, 20 CFR 603, and the conditions set forth below as be aware of the below stated requirements and possible penalties:
1. The information may only be used for purposes allowed by law
 2. The information must be secure from unauthorized access
 3. The information may only be accessed by authorized employees on a "need to know basis"
 4. RA information may not be transferred or stored on any portable media device
 5. Unlawful access or use of RA Information may result in penalties to the employee(s) pursuant to Florida Statutes 443.1715.
 6. Onsite inspections by Florida State Department of Economic Opportunity may be conducted at any time.
- C. In accordance with State requirements, Contractor shall require all staff to sign a Confidentiality Contract, related to information which they will be able to access regarding program participants and employers. A copy of the contract template shall be provided to Contractor by CSBD. This shall be done upon hire before the employee is assigned to their position in the workplace. Thereafter the Confidentiality Contract shall be signed each year. Contractor agrees to immediately terminate any individual who refuses to sign the Confidentiality Contract required by the State.
- D. Safeguarding Information. 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.

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. 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.

Contractor shall ensure that the Workers Compensation Policy contains an alternate employer endorsement to extend workers' compensation coverage by including the addition of CSBD, the CSBD governing boards, their officers, directors, employees, and volunteers, to Contractor's policy's endorsement schedule. The alternate employer endorsement shall cover injury sustained by employees during their temporary or special employment by the alternate employer listed in the endorsement schedule. The schedule must indicate Florida as the state in which the temporary workers will be employed. Contractor shall remain the worker's primary employer, with CSBD, the CSBD governing boards, their officers, directors, employees, and volunteers, also insured while the temporary workers are assigned to CSBD.

Further the Workers Compensation Policy must include Employers' Liability with minimum limits of \$100,000 for each accident.

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. Cyber Liability Coverage must be afforded in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.
5. Fidelity/Dishonesty and/or Commercial Crime Coverage in an amount not less than \$1,000,000 per loss for dishonest acts of the Contractor's employees, including but not limited to theft of money, personal property,

vehicles, materials, supplies, equipment, tools, etc. Third-party coverage must be included under the policy.

Contractor shall secure insurance through a surety bond to provide coverage for an amount equal to three months of the payroll, fee and cost of benefits awarded under this contract.

In the event that Contractor has several contracts with CSBD, the insurance policy shall cover an amount equal to three months of total costs across all contracts to include the payroll for the period, taxes and insurance, Contractor's fee and cost of benefits awarded. The policy shall name CSBD, the CSBD governing boards, the CSBD officers, directors and those employees in positions allowing for access to or control of funds to be paid to Contractor under this Contract. The Contractor agrees to reimburse CSBD for any loss incurred by CSBD under this Contract. Contractor shall be liable for any sums not covered and/or paid by their insurer.

6. Physical Abuse, Sexual Misconduct, and Sexual Molestation Contractor shall provide evidence of coverage in an amount not less than \$500,000 per occurrence.
7. Professional Liability and/or Errors and Omissions including employment practices 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.
8. Employment practices liability insurance to cover claims for employment practices wrongful acts including alleged discrimination, sexual harassment, wrongful termination, breach of implied employment contract, failure to employ/promote, wrongful discipline, negligent evaluation, retaliation, damages arising out of defamation, humiliation, mental anguish, emotional distress, libel/slander, invasion of privacy, civil rights violations, workplace harassment and failure to provide/enforce CSBD and/or Contractor's policies. Coverage shall provide judgments, back pay, forward pay, appeals, bonds, multiple damages, punitive damages (where permitted), pre and post judgment interest awards in the amount of \$1,000,000 naming CSBD, its governing boards, directors, officers, employees and volunteers as an additional named insured. Contractor must keep insurance in force until the third anniversary of expiration of this Contract. The policy shall cover all employees, both part time, full time, and applicants. The policy shall cover the cost of defense in civil cases as well as dispute resolution that can occur out of the courtroom with the ability for CSBD to select the attorney. The policy shall not contain a "Hammer Clause." The policy shall be an occurrence policy.

VIII. Use Of Other Staffing Companies

This contract does not preclude CSBD from contracting with one or more additional staffing companies to provide for the same or similar staffing services to CSBD participants and/or temporary workers. In such instances contractor shall not be entitled to payment or reimbursement for individuals assigned to any other staffing company also serving as the employer of record.

IX. Contract Term

- A. The term of this Contract shall be twelve (12) months, beginning on July 1, 2022 and terminating on June 30, 2023, 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:

Renewal Period 1 shall be July 1, 2023 to June 30, 2024

Renewal Period 2 shall be July 1, 2024 to June 30, 2025

Renewal Period 3 shall be July 1, 2025 to June 30, 2026

- B. Renewal will be at the option of the CSBD governing Boards; We will re-negotiate the rate prior to each renewal period.
- C. CSBD shall bring approval of the renewal to its governing boards 180 days prior to the end of the program year.

X. 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. Fails to make any payments as required by the Contract
 - 4. Experiences the resignation or transfer of its principals
 - 5. Is the subject of lawsuits or other legal action that may materially impact the financial viability of Contractor
 - 6. Is the subject of official investigations of fraud or abuse on the part of Contractor, their staff, officers, or directors, and/or
 - 7. Experiences theft or loss of funds or equipment that are materially needed to support the contracted services at the discretion of CSBD.
- 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.

XI. 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

XII. 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
 - iv. 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.
 - v. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. Vested Powers

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

XXIV. 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.

XXV. 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.

XXVI. 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 may have been erroneously paid and/or in excess of the fees owing to the Contractor under this Contract.

XXVII. 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.

XXVIII. 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: Integrative Staffing Group, LLC signing by and through its Managing Partner (title of authorized signatory) on the 15 day of July, 2022 and CareerSource Broward signing by and through its President/CEO, following Board Action on the 23th day of June, 2022.

AS TO INTEGRATIVE STAFFING GROUP LLC.:

ATTEST:

Amy S. Watkins

BY: William F. Scherfel, Jr.
(Signature)

PRINT NAME: William F. Scherfel, Jr.

TITLE: Managing Partner

DATE: 07/15/2022

AS TO CAREERSOURCE BROWARD:

ATTEST

Moya Brathwaite

BY: Carol Hylton
(Signature)

PRINT NAME: CAROL HYLTON

TITLE: PRESIDENT/CEO

DATE: 07/18/2022

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

BY: Rochelle J. Daniels
Rochelle J. Daniels
General Counsel

Exhibit A

Contract for Human Resources and Staffing Services

Dated July 1, 2022

Between CareerSource Broward

And

Integrative Staffing Group, LLC.

Payroll Cost and Benefit Rate Schedule

This Schedule is as of the date of entry into the Contract. Changes to any of the payroll costs identified below or other items as a result of increases or decreases not initiated by the Contractor shall be transmitted 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	.6% of all wages
Florida Unemployment Insurance (SUTA)	2.70% of all wages
Workers' compensation Premiums	% 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 approved by the CSBD governing Boards)

Contractor Fee After Initial 90 Day Assignment

**Applied to total Payroll Cost
Period**

\$85.00 per employee per pay

Employee Benefits (Costs passed through to CSBD)

Health Insurance	
Vision Insurance	
Dental Insurance	
Life Insurance with AD &D	
Long Term Disability	
Short Term Disability	
401K Employer match	
401k administrative fees	
401k Audit; Plan	
401(K) Plan Restatement (Needed if IRS makes major changes to retirement plans)	

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 <http://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:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. 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 not 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 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. 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/).

q. 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.

r. 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.

s. 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/sub-granting 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.

t. 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.

u. 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/>

v. 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.

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

- i. Is determined to have violated a prohibition in paragraph a. 1 of this award term: or
- ii. 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

- A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension
- b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminated if Contractor
- 1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or
 - 2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
 - i. Associated with performance under this award; or
 - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is 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" ft. ct (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 (33 U.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 (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grant 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).

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.

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 awards¹. 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:

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

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.
(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

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

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

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

Signature W.F. Scherfel Jr.
Print Name William F. Scherfel Jr.
Title Managing Partner
Telephone Number 4122644140 (202) Date 07/15/2022

² Approved by OMB 0348-0046

**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.

<small>Integrative Staffing Group LLC / William Scherfel</small>	<small>Managing Partner</small>
Grantee/Contractor/Organization	Program/Title
<small>William F. Scherfel, Jr.</small>	<small>07/15/2022</small>
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)

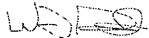
Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

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

07/15/2022

Date

William F. Scherfel, Jr.

Managing Partner

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.

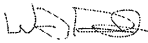
3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific 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	07/15/2022 _____ Date
William F. Scherfel, Jr. _____ Print Name	

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.

 07/15/2022

Signature and Date

William F. Scherfel, Jr.

Printed Name


Managing Partner

Title

Integrative Staffing Group LLC

Organization

SIGNATURE CERTIFICATE


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TRANSACTION DETAILS	DOCUMENT DETAILS
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<p>Reference Number 98E9CD60-6BC8-449A-B115-616CA3E0B553</p> <p>Transaction Type Signature Request</p> <p>Sent At 07/15/2022 16:18 EDT</p> <p>Executed At 07/18/2022 11:33 EDT</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum d947853172c6c046c52103942ab33c28068e24c02532868438c60b86688a6dd5</p> <p>Signer Sequencing Enabled</p> <p>Document Passcode Disabled</p>	<p>Document Name Integrative Staffing Group Vendor Agreement No 2022-2023-Vendor-Contractor-12004</p> <p>Filename integrative_staffing_group_vendor_agreement_no_2022-2023-vendor-contractor-12004.pdf</p> <p>Pages 52 pages</p> <p>Content Type application/pdf</p> <p>File Size 741 KB</p> <p>Original Checksum 03612f8a509220413a96222dac92398dfe238c6d5dea42821cbb4dae5843c565</p>
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SIGNERS

SIGNER	E-SIGNATURE	EVENTS
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<p>Name Thomas A. Masters</p> <p>Email tmasters@isgwork.com</p> <p>Signer Sequence 2</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum ac4a336f035148e71c8ea278c95df5526148ec1f8b040b5ed1ebe7b49ac12c15</p> <p>IP Address 74.94.195.17</p> <p>Device Chrome via Windows</p> <p>Drawn Signature</p>  <p>Signature Reference ID 50B7DEEC</p> <p>Signature Biometric Count 84</p>	<p>Viewed At 07/18/2022 11:32 EDT</p> <p>Identity Authenticated At 07/18/2022 11:33 EDT</p> <p>Signed At 07/18/2022 11:33 EDT</p>
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<p>Name Amy Watkins</p> <p>Email awatkins@isgwork.com</p> <p>Signer Sequence 1</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 608381a0a8ea7d5d85d8c66cc7d273639473265665d561b01546458c3a80746e</p> <p>IP Address 70.89.106.57</p> <p>Device Chrome via Windows</p> <p>Typed Signature</p> <p><i>Amy S. Watkins</i></p> <p>Signature Reference ID 3557DCA0</p>	<p>Viewed At 07/18/2022 11:24 EDT</p> <p>Identity Authenticated At 07/18/2022 11:26 EDT</p> <p>Signed At 07/18/2022 11:26 EDT</p>
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Name	Status	Viewed At
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William F. Scherfel Jr.
Email
bscherfel@isgwork.com
Signer Sequence
0
Components
28

signed
Multi-factor Digital Fingerprint Checksum
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IP Address
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Device
Chrome via Windows
Drawn Signature

07/15/2022 18:01 EDT
Identity Authenticated At
07/15/2022 18:14 EDT
Signed At
07/15/2022 18:15 EDT



Signature Reference ID
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Signature Biometric Count
192

AUDITS

TIMESTAMP	AUDIT
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07/15/2022 18:14 EDT	William F. Scherfel Jr. (bscherfel@isgwork.com) authenticated via email on Chrome via Windows from 70.89.106.57.
07/15/2022 18:15 EDT	Amy Watkins (awatkins@isgwork.com) was emailed a link to sign.
07/15/2022 18:15 EDT	William F. Scherfel Jr. (bscherfel@isgwork.com) signed the document on Chrome via Windows from 70.89.106.57.
07/18/2022 11:24 EDT	Amy Watkins (awatkins@isgwork.com) viewed the document on Chrome via Windows from 70.89.106.57.
07/18/2022 11:26 EDT	Amy Watkins (awatkins@isgwork.com) authenticated via email on Chrome via Windows from 70.89.106.57.
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SIGNATURE CERTIFICATE



REFERENCE NUMBER
4E8D83D4-6219-4250-8818-4E1CE24C2297

TRANSACTION DETAILS

Reference Number
4E8D83D4-6219-4250-8818-4E1CE24C2297

Transaction Type
Signature Request

Sent At
07/18/2022 11:51 EDT

Executed At
07/18/2022 15:12 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
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Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
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Filename
pe-integrative_staffing_group_vendor_agreement_no_2022-2023-vendor-contractor-12004-signed-certificate.pdf

Pages
54 pages

Content Type
application/pdf

File Size
462 KB

Original Checksum
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SIGNERS

SIGNER

Name
Moya Brathwaite
Email
mbrathwaite@careersourcebroward.com
Signer Sequence
2
Components
1

E-SIGNATURE

Status
signed
Multi-factor Digital Fingerprint Checksum
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IP Address
67.23.70.69
Device
Chrome via Windows
Typed Signature

EVENTS

Viewed At
07/18/2022 15:12 EDT
Identity Authenticated At
07/18/2022 15:12 EDT
Signed At
07/18/2022 15:12 EDT

Moya Brathwaite

Signature Reference ID
D2F0FCB

Name
Rosamond Parker-Pickett
Email
rpickett@careersourcebroward.com
Signer Sequence
1
Components
1

Status
signed
Multi-factor Digital Fingerprint Checksum
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Signed At
07/18/2022 15:10 EDT

R. Pickett

Signature Reference ID
02648289
Signature Biometric Count
269

Name

Status

Viewed At

Carol Hylton
Email
chylton@careersourcebroward.com
Signer Sequence
0
Components
2

signed
Multi-factor Digital Fingerprint Checksum
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Chrome via Windows
Typed Signature

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07/18/2022 14:11 EDT
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07/18/2022 14:11 EDT

Carol Hylton

Signature Reference ID
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AUDITS

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