



Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-08-21	Regular School Board Meeting
<b>CATEGORY:</b>	FF. Financial Management
<b>DEPARTMENT:</b>	Grants Administration

Agenda Item Number:	FF-2.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

**TITLE:** CareerSource Broward In-School Youth Program Sub-Grant Agreement

**REQUESTED ACTION:** Approve the Agreement between The School Board of Broward County, Florida and CareerSource Broward. District-wide.

**RATIONALE:**  
For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

**EXHIBITS:**

Executive Summary
Agreement

**FINANCIAL IMPACT:**  
The potential positive financial impact is \$200,000. The source of funds is CareerSource Broward. There is no additional financial impact to the District.

**STRATEGIC PLAN ALIGNMENT:**  
Student Focus Outcomes  
College and Career Readiness/Acceleration OR Business Operations

**BOARD ACTION:**  
(For Official School Board Records Only)  
**APPROVED**

**SOURCE OF ADDITIONAL INFORMATION**

Name: Erum Motiwala	Phone: 754-321-1990
Name: Dr. Angela R. Fulton	Phone: 754-321-2100

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Signature

Electronic Signature  
 Form S4189 Revised 7/24  
 HH/JJS

Approved in  
 Open Board  
 Meeting On: August 21, 2024

By:   
 School Board Chair

**SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-ISY-2335**

**(PROGRAM YEAR 2024 – 2025)**

**BETWEEN**

**CAREERSOURCE BROWARD**

**AND**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

UNIQUE ENTITY ID#	HN1YXDE1L556
FEDERAL AWARD IDENTIFICATION / FAIN)#	23A55AY000003
FEDERAL AWARD DATE	4/1/2023
TOTAL FEDERAL AWARD	\$2,324,084
FEDERAL AWARDDING AGENCY	USDOL
CFDA#	17.259
PASS THROUGH ENTITY	Florida Department of Commerce
CONTRACT OFFICER	Carol Hylton
CONTACT INFORMATION	2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309

This Workforce Innovation and Opportunity Act Sub-Grant Agreement is fully supported by the Employment and Training Administration of the U.S. Department of Labor as part of an award totaling \$2,324,084. Pursuant to the Steven's Amendment 100% of the funds support this program are federal funds.

THIS SUB-GRANT AGREEMENT NO. 2024-2025-CR-WIOA-ISY-2335, which was entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between CAREERSOURCE BROWARD hereinafter referred to as “CSBD”, the administrative entity and fiscal agent for the CareerSource Broward Council of Elected Officials (hereinafter “Council”) and the Broward Workforce Development Board, Inc., (hereinafter “BWDB”) having its principal office at 2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309 and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA hereinafter referred to as “SUB-GRANTEE”, existing under and by virtue of the laws of the State of Florida as a public body politic, having its principal office at 600 S.E. Third Avenue, Fort Lauderdale, FL 33301, to begin on the date this Agreement is executed by the parties and to terminate June 30, 2025.

## RECITALS

WHEREAS, Broward County has been designated as a local workforce development area and CSBD is sub-grant recipient and the administrative entity for local workforce development area; and

WHEREAS, CSBD issued a Request for Proposal (RFP) in January 2024 seeking service providers for in-school youth under the Workforce Innovation and Opportunity Act of 2014 (WIOA 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128); and

WHEREAS, SUB-GRANTEE responded to the RFP and was recommended for funding by the BWDB Youth Committee; and

WHEREAS, at their meeting on April 25, 2024, the CSBD governing boards approved an award of funds to SUB-GRANTEE to serve In-School Youth.

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:

## ARTICLE 1

### AGREEMENT PURPOSE

#### 1.1 Purpose

It is the purpose of this Sub-Grant Agreement to state the covenants and conditions under which the Sub-Grantee will implement and provide workforce development services, as shall be described herein.

## ARTICLE 2

### DEFINITIONS

In addition to the definitions set forth in the Workforce Innovations and Opportunity Act of 2014, Public Law 113-128 (29 U.S.C. Sec. 3101 et seq., or as it may be amended, the Regulations promulgated there-under at 20 CFR 603 et seq. and 20 CFR Part 676 et seq., the Personal Responsibility and Work Opportunity Reconciliation Act 42 U.S.C. 601 et seq. and the Regulations promulgated there-under at 45 CFR Part 260, et al., and the Acts and regulations applicable to such other grant funding streams as are identified in this agreement and Sub-Grantee's budget attached hereto as Exhibit A, the following definitions are applicable to the program operated by the Sub-Grantee and to the terms and conditions of this Sub-grant Agreement and any amendments hereto.

#### 2.1 Academic Credit

Credit for education, training or work experience, applicable toward a secondary school diploma, a post-secondary degree, or an accredited certification of completion, consistent with applicable state law, regulations and policy, and the requirements of an accredited educational agency or institution.

#### 2.2 Administrative Costs

All indirect and direct costs associated with the management of the programs funded by this Sub-grant Agreement. They are costs, which do not directly and immediately benefit participants but are necessary for effective delivery of direct participant benefits. These costs are generally identified with supervision, management, fiscal and record keeping systems and are defined in accordance with the regulations governing the funding streams made available to the Sub-Grantee.

#### 2.3 Allowable Costs

Those costs, which are necessary, reasonable and allowable under applicable federal, state and local law, for the proper administration and performance of the services to be provided under this Sub-grant Agreement. In general, allowable costs are defined by 2 CFR §200.420 – §200.475

#### 2.4 Amendment

A modification to this Sub-grant Agreement duly executed by the parties.

## 2.5 Apprenticeship Program

An officially authorized plan which sets forth the terms and conditions for the qualification, recruitment, selection, employment and training of apprentices.

## 2.6 Assessment

The process whereby applicants are interviewed to determine their employability, motivation, aptitude, abilities and interests in order to develop an individual service strategy for the attainment of the participant's career goals. Testing and counseling are a part of the assessment process.

## 2.7 Audit

A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Sub-Grantee's financial operations are being properly conducted, financial reports are being presented fairly and the organization is in compliance with applicable laws and regulations. All Sub-Grantees including commercial organizations pursuant to 20 CFR 200(b)(2)(ii) must submit an audit of the program funded under this Sub-grant Agreement as is further delineated herein. For purposes of this Sub-grant Agreement an Audit shall mean an audit conducted in accordance with 2 CFR 200 Subpart F (§200.500-§200.521)

## 2.8 Barriers to Employment

Characteristics which hinder an individual's ability to participate in the labor market.

## 2.9 Basic Skills Deficient

With respect to an individual:

(a) who is a youth, whose English reading, writing, or computing skills are at or below the 8th grade level based upon their score on a generally accepted standardized test; or

(b) who is a youth or adult, who is unable to compute or solve problems, read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.

## 2.10 Broward Workforce Development Board, Inc.

The local workforce development board, which is also referred to as the BWDB, a 501 (c)(3) organization.

## 2.11 Case Management

Is a client-centered approach in the provision of services to assure they are aligned with an individual's assessment and follows the individual's service strategy or employment plan as agreed to with the individual to ensure access to the workforce activities and supportive services, needed for the individual to succeed.

## 2.12 Certificate

A certificate awarded in recognition of an individual's attainment of technical or occupational skills by: (1) A state educational agency or a state agency responsible for administering vocational and technical education within a state, (2) an institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community colleges, proprietary schools, and all other institutions of higher education that are eligible to participate in federal student financial aid programs, (3) a professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g., Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities, (4) a registered apprenticeship program, (5) a public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an occupation or profession (e.g., FAA aviation mechanic certification, state certified asbestos inspector), (6) a program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons, and (7) institutions of higher education, which are formally controlled, or has been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes. Certificates awarded by workforce investment boards or their providers are not included in this definition. Work readiness certificates for employability skills training, success seminars or similar training are also not included in this definition.

## 2.13 Classroom Training

Training conducted in an institutional setting designed to provide individuals with the technical skills and information required to perform a specific job or group of jobs.

## 2.14 The Code of Federal Regulations

Also referred to as CFR. It is where regulations applicable to a federal grant program can be found. Regulations are also published in the Federal Register.

2.15 Commercial Organization

A private-for-profit entity.

2.16 Cost Allocation Plan

A plan, which identifies and distributes the cost of services provided by support staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category.

2.17 Cost Reimbursement Sub-Grant Agreement

This is a contract format, which provides for the reimbursement of all allowable costs, which have been identified and approved in the contract budget. It requires that the Sub-Grantee maintain the documentation necessary to support the cost. This contract is a cost reimbursement contract.

2.18 Countable Work Activity

For mandatory WTP participants, a work activity that satisfies the work requirement necessary to be included in the calculation of participation in a WTP program.

2.19 Credential

A nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates. Includes all state education agency recognized credentials.

2.20 Demand Occupation

This is an occupational area, which has been designated as in high demand in the Broward County labor market area.

2.21 Department of Children and Families

Also referred to as DCF.

2.22 Dislocated Worker

In accordance with the WIOA this is an individual who:

(A)(i) has been terminated or laid off, or who has received a notice of termination or layoff, from employment

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

## 2.23 D.O.T. Codes

The nine-digit Dictionary of Occupational Titles code for a job or occupational title.

## 2.24 Eligible or Eligibility



Refers to an individual's status in relation to their ability to participate in a grant program.

2.25 Eligible Training Providers List (ETPL)

This is a list of approved training institutions compiled pursuant to WIOA requirements approved by the CSBD governing boards which institutions may provide training to a CSBD participant.

2.26 EmployFlorida

Also referred to as EF it is the Florida Commerce management information and data system.

2.27 Excess Revenue

This refers to revenues in excess of actual costs. All governmental and not-for-profit entities must report and return any excess revenue earned as a result of providing the services and activities under this Agreement.

2.28 Exit

A term which refers to an individual who is no longer considered a program participant and is reported in the State's information system as an individual who has "exited" from the program in which they were enrolled. Although considered "exited" if the participant is a youth they may still be receiving support and/or follow up services.

2.29 FloridaCommerce

The State of Florida Department of Commerce formerly the Department of Economic Opportunity or "DEO."

2.30 Funding Stream

The term funding stream as used herein refers to the State and/or federal grants under which a program or activity is funded. Different funding streams are governed by varying pieces of legislation, statutes and regulations. The grants which comprise the funding streams applicable to this Sub-grant Agreement are identified in the budget attached hereto as Exhibits A. Sub-Grantee must comply with the federal and state requirements of each funding stream identified in their budget when executing their duties and responsibilities under this Sub-grant Agreement.

### 2.31 Governor

The Chief Executive Officer of the State of Florida.

### 2.32 Individual Service Strategy (ISS)

An individual plan for a participant which includes an employment goal, achievement objectives, and the appropriate combination of services determined during the individual's objective assessment. The ISS includes the training and employability development plans for a participant.

### 2.33 Individual Training Account (ITA)

An amount set aside to pay for an individual to be able to attend occupational skills training provided by an ETP.

### 2.34 Industry Based Training

Also referred to as customized training. It is training designed to meet the special requirements of an employer or a group of employers and is conducted with a commitment by the employer to employ an individual upon successful completion of the training; and for which the employer pays a percentage of the cost of the training.

### 2.35 In School Youth

An individual who is in secondary school and is between the ages of 14 – 21 or in post-secondary school at the time of their application for WIOA services, who has not yet reached the age of 22, and who meets WIOA eligibility criteria.

### 2.36 Low Income Individual

An individual who:

- A. Receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance; or
- B. Is in a family with total family income that does not exceed the higher of:
  - a. The poverty line; or

- b. 70 percent of the lower living standard income level, or
- c. Is a homeless individual as per the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), or a homeless child or youth (as per the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2))); or
- d. For purposes of in-school youth programs receives or is eligible to receive a free or reduced-price lunch under the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq.); or
- e. Is a foster child on behalf of whom State or local government payments are made; or
- f. Is an individual with a disability whose own income meets the income requirement of i or ii above, but who is a member of a family whose income does not meet this requirement.

2.37 Lower Living Standard Income Level

Is the income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget.

2.38 Occupational Training

Training defined by using the first three digits of the Dictionary of Occupational Titles (DOT) code or a five-digit code as defined by the OES.

2.39 Offender

An adult or juvenile who is or has been subject to any stage of the criminal justice process, or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

2.40 OJT

On-the-Job-Training. All OJT is subject to the CSBD policies governing OJT.

2.41 Out of School Youth (OSY)

An individual eligible for WIOA services, who is 16 years of age or older who has not yet reached their 24th birthday and is not attending secondary or post-secondary school and has not attended secondary or post-secondary school for the semester immediately prior to their seeking enrollment into WIOA as an OSY.

Youth enrolled in an alternative education or GED program at the time of application for WIOA services are considered to be OSY. Youth enrolled in drop out recovery are considered to be in-school youth for purposes of WIOA.

#### 2.42 Participant

An individual who has been determined eligible for receipt of the services to be provided under this Sub-grant Agreement.

#### 2.43 Personal Responsibility and Work Opportunity Reconciliation Act

The Personal Responsibility and Work Opportunity Reconciliation Act shall be referred to as the PRWOR 42 U.S.C. 601 et seq. (PRWOR). In Florida, the PRWOR is enacted through the Workforce Innovation Act, Chapter 445 of the Florida Statutes and is referred to as the Welfare Transition Program or “WTP”.

#### 2.44 PELL Grant

Federal education grants targeted to assist low-income individuals. Entities, which are PELL eligible, must coordinate PELL assistance with WIOA funds. For ISY enrolled in training, PELL funds must be used before applying for WIOA assisted training.

#### 2.45 Post-Secondary Institution

An institution as defined in the Higher Education Act of 1965.

#### 2.46 Pre-Test and Post Test

Written evaluative instruments, which measure a participant’s skill level at entry into and at completion of training.

#### 2.47 Profit

An amount in excess of the cost necessary to operate a program. Profit is allowable under a cost reimbursement Sub-grant Agreement to the extent it is reasonable as determined during contract negotiations. It includes that amount which is associated with proprietary materials included in the cost of the program. Profit may be allocated among the cost categories. Profit may only be earned by private-for-profit organizations.

#### 2.48 Program

The activities and services to be provided by Sub-Grantee under and pursuant to this Sub-grant Agreement.

#### 2.49 Program Costs

Personnel and non-personnel costs related to the provision of services to participants under a WIOA funded contract. Costs include the salaries, fringe benefits, equipment, supplies, space, staff training, transportation and other related costs of personnel providing training, component supervisors, coordinators, clerical staff working on direct training activities or functions, instructional materials and equipment used by or for participants, classroom training space, utility costs, insurance, commercially available training packages, tuition, and OJT reimbursements.

#### 2.50 Program Year

The program year is July 1 to June 30.

#### 2.51 Program Income

Interest earned on any advances under this Sub-grant Agreement or income generated by a contract funded by WIOA as a result of the use or fees charged for the rental of real or personal property, or fees for services performed or conferences, or the sale of commodities or items developed with contract funds, or from the participants' activities under the contract except for OJT or revenue in excess of costs earned by organizations other than commercial organizations.

#### 2.52 Retention

The period an individual remains in an unsubsidized job following job placement or in the case of a WIOA youth, the period the youth remains in a job, the military, post-secondary school or advanced training following exit from the program. The calculation for determining whether the retention period has been met is dictated by the performance measure calculation provided by the state or the federal agency with oversight over the funding stream under which the participant is being served.

#### 2.53 Service Provider

This is the sub-recipient, sub-grant recipient, Sub-Grantee, provider or contractor.

#### 2.54 Slot

A training or employment position, which one or several participants may occupy at different times within the same contract period.

## 2.55 Stand In Costs

Costs paid from non-federal sources, which may be used to stand in for a disallowed cost as a result of a monitoring or audit finding of a disallowed cost. To be considered stand-in costs must be reported as uncharged program costs and must have been allowable under the grant regulations for the program under which they are proposed to stand-in. They are subject to verification through audit. In order to use in kind costs to stand in for a disallowed cost, State of Florida and federal oversight agency approval must be obtained.

## 2.56 Sub-Grantee

The School Board of Broward County, Florida.

## 2.57 Support

Personnel and non-personnel costs for services such as transportation, childcare, dependent care, housing, and needs-related payments related to the provision of support services to participants necessary for the participant to take part in an activity funded under this Sub-grant Agreement. The various funding streams under which an individual may be served may limit support.

## 2.58 Tuition

Charges for education provided by an institution of higher education as defined by the Higher Education Act of 1965 Section 1201(a), or a proprietary institution of higher education, as defined by the Higher Education Act of 1965 Section 481(b), that are not more than the charges for such training made available to the general public.

## 2.59 The United States Department of Labor

Also referred to as DOL or USDOL.

## 2.60 The Workforce Innovation and Opportunity Act of 2014

Also referred to as WIOA, 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128.

## 2.61 Work Activity Plan

A plan, which details when specific elements of performance will be achieved by the Sub-Grantee and/or attained by a participant during training. If required and attached as an Exhibit, the work activity plan is an integral part of the contract budget and non-compliance with negotiated time frames and performance levels may result in a determination of non-performance under an agreement.

## 2.62 Work Experience

A short term or part time work assignment in order to provide a participant with good work habits and basic work requirement skills. The Participant's ISS should identify the length of time which should be justified by the hours needed to provide the training. The work experience must be contextual to the training. For WIOA work experience may be at a for-profit or a private-not-for-profit or governmental entity site. For WTP, work experience is done through community service and may only be at a private-not-for-profit or governmental site.

END OF ARTICLE 2

## ARTICLE 3

### FISCAL MANAGEMENT

#### 3.1 General Terms

##### 3.1.1 Funding Independent from Consortium Members.

It is agreed that all funds made available to Sub-Grantee are funds granted to CSBD from the State of Florida under WIOA or other state and federal grants and are not from funding sources of any member of the Council or BWDB.

##### 3.1.2 Compliance with Federal and State Requirements

The Sub-Grantee agrees to implement this Sub-grant Agreement in accordance with the federal, state and local laws, regulations, policies, and procedures applicable to the funding streams identified in Sub-Grantee's budget. Sub-Grantee understands that nothing in this Sub-grant Agreement will relieve Sub-Grantee from adherence to applicable federal, state, and local laws and regulations. Any conflict or inconsistency between the above and this Sub-grant Agreement will be resolved in favor of those laws, regulations, policies, and procedures.

Allowability and allocation of costs to the cost categories shall be governed by 2 CFR 200 et. seq., the federal regulations governing federal funding streams, FloridaCommerce, CSBD policies, and the budget attached to this Sub-grant Agreement as Exhibit A. Any conflict or inconsistency between the above and this Sub-grant Agreement will be resolved in favor of those laws, regulations, policies and procedures. This section shall be construed to allow for CSBD to impose restrictions more limiting than those required by said laws, regulations, policies and regulations.

#### 3.2 Compensation

##### 3.2.1 Total Compensation

- a. The compensation awarded for the in-school youth program funded under this sub-grant agreement shall be Two Hundred Thousand, Dollars and zero cents (\$200,000.00), for the period July 1, 2024, through June 30, 2025 in accordance with the budget attached hereto as Exhibit A.
- b. Any funds not expended for the period July 1 through June 30, of each program year during which this Sub-grant Agreement is in effect may



not be used to support the programs funded under any amendment extending this Sub-grant Agreement for a successive program year.

- c. If Sub-Grantee is a commercial organization and has included profit as a part of a line-item budget, Sub-Grantee shall not be entitled to be paid for that line item until all goods and/or services under this Sub-Grant Agreement have been received. This clause is subject to any additional limitations contained in this Sub-Grant Agreement.

### 3.2.2 Payments Limited to the Program and Cost Reimbursement Budget

- a. Funds will be made available to Sub-Grantee on a cost reimbursement basis for allowable costs as defined by federal, state and local laws and guidelines and in accordance with the line-item budget limitations within each cost category of the budget attached hereto as Exhibit A.
- b. Funds awarded under this Sub-Grant Agreement or an amendment to this Sub-grant Agreement shall also be limited to:
  - i. The operation of the program described and in accordance with the terms and conditions set forth herein; and
  - ii. The period for performance as stipulated in the introductory clause of this Sub-grant Agreement or as it may be amended.
  - iii. The terms and conditions of this Sub-grant Agreement, including the supporting detail and positions approved in the budget attached to this Sub-grant Agreement as Exhibits A. Line items not described in Exhibit A will not be subject to reimbursement, this includes but is not limited to the specific costs related to supplies, materials, printing, equipment, increases or changes to staffing, wages and/or fringe benefits, bonuses, incentive payments, or mileage in excess of the CSBD mileage reimbursement policy or as approved by CSBD.

## 3.3 Fiscal Controls

### 3.3.1 Maintenance of Fiscal Records in Accordance with GAAP

Sub-Grantee agrees to maintain their books and records in accordance with Generally Accepted Accounting Principles, (GAAP), and to institute fiscal controls as established by CSBD from time to time so as to be able to satisfactorily account for all monies spent in order to perform their obligations under this Sub-grant Agreement.

### 3.3.2 Segregation of Sub-grant Agreement Funds

Sub-Grantee shall keep program funds segregated from other funds belonging to Sub-Grantee's organization by maintaining separate bank accounts and/or separate ledgers.

### 3.3.3 Prohibition Against Advances

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

### 3.3.4 Sub-Grantee Responsible for Actions of Employees and Representatives

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

### 3.3.5 Access to Records Prior to Funding

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

### 3.3.6 Sub-Grantee Obligation Regarding Training and Support Funds

- a. To assure expenditure requirements are met for the various funding streams and that funds are not over obligated beyond what CSBD has available for each program year, Sub-Grantee is responsible for obligating funds which shall be reimbursed or paid to a third party by CSBD. This includes but is not limited to participant support services, work experience wages, tuition payments, and similar types of costs.
- b. Sub-Grantee may be requested to provide CSBD with a weekly report regarding the detail of those obligations. The report shall be provided to the CSBD Sr. Vice President of Operations, in a format and containing information as required by CSBD. Failure to provide the report and resultant over obligations beyond funds budgeted by CSBD for these third-party services will become Sub-Grantee's responsibility for payment. Sums obligated by Sub-Grantee in excess of the amounts budgeted by CSBD will be deducted from invoices due Sub-Grantee

and/or will have to be reimbursed to CSBD by Sub-Grantee should Sub-Grantee's invoices be insufficient to cover the expense.

### 3.4 De-obligation and Failure to Perform

#### 3.4.1 De-obligation for Non-Performance

CSBD may de-obligate or redistribute the funds under this Sub-grant Agreement or any amendment hereto, to alternate Sub-Grantees to the extent that either the Sub-grant Agreement is fully or partially terminated, the Sub-Grantee is not able to perform effectively, or Sub-Grantee's total program costs will not be expended in accordance with the amount of funds awarded under this Sub-grant Agreement.

#### 3.4.2 Funds Limited to the Sub-grant Agreement Program

Funds accrued or allocated to the Sub-Grantee under this Sub-grant Agreement or any amendment to this Sub-grant Agreement cannot be used by the Sub-Grantee to support other programs operated by the Sub-Grantee even under a different Sub-grant Agreement or amendment with CSBD.

#### 3.4.3 Sub-grant Agreement Contingent Upon CSBD's Receipt of Funds

- a. This Sub-grant Agreement is subject to the appropriation of funds by the Florida Legislature. Florida Statutes, Section 287.0582.
- b. Sub-Grantee agrees and understands that funds allocated to the Sub-Grantee under this Sub-grant Agreement or any amendment or modification hereto are contingent upon CSBD's receipt of the federal grant funds under which this Sub-grant Agreement is funded. CSBD, therefore, reserves unto itself the right to unilaterally de-obligate, modify or amend Sub-Grantee's budget in proportion to CSBD's funding level and at the sole discretion of CSBD or if necessary, to suspend or terminate this Sub-grant Agreement or any amendment hereto instantaneously and as may be necessitated by CSBD's funding levels. Any de-obligation, modification or amendment of the funds allocated in the Sub-Grantee's Sub-grant Agreement, or any amendment hereto, shall be effective upon notification to the Sub-Grantee by CSBD. CSBD shall provide Sub-Grantee thirty (30) days' notice or in the event CSBD receives less than thirty (30) days' notice CSBD shall provide such notice as CSBD receives from its funding sources. In such instances, costs will be reimbursed up to the date of cancellation only; thereafter, neither CSBD nor Sub-Grantee shall have any obligation to complete or otherwise continue the Program.

- c. Sub-Grantee's funding shall be subject to the de-obligation policy adopted by the State. To the extent that Sub-Grantee expenditure rates result in the de-obligation of funds allocated to CSBD by the State, this Sub-grant Agreement may be unilaterally amended to reduce the total funds available in proportion to the funds de-obligated.

#### 3.4.4 Sub-Grantee Salaries

Sub-Grantee salary and bonuses paid with federal funds may not exceed Federal General Services Administration published Executive Level II salaries. The annual limits are published on the OPM.gov website (<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2024/executive-senior-level>) and USDOL Training and Employment Guidance Letter No. 5-06

### 3.5 Method of Payment

#### 3.5.1 Invoicing.

- a. In order to receive payment Sub-Grantee shall submit an invoice to CSBD within fifteen (15) working days following the end of each month. Invoices are generally paid within thirty (30) days of receipt.
- b. Invoices submitted more than fifteen (15) days following the termination of the CSBD program year, which is June 30 of each year, will be honored at CSBD's discretion.
- c. The invoice shall be for allowable costs as described in Sub-Grantee's budget and as governed by the rules applicable to the funding streams and grants awarded to Sub-Grantee.
- d. The invoice must be accompanied by all documentation necessary to substantiate the expenses for which Sub-Grantee is seeking reimbursement.
- e. Invoices containing costs not supported by the proper documentation or items not detailed in Sub-Grantee's line-item budget shall be paid minus the expenditures lacking the documentation or not included with the submission of the invoice.
- f. Accuracy and timeliness of the invoices shall be a factor in recommendations made to the CSBD governing boards.

### 3.5.2 Invoice Errors

- a. Sub-Grantee shall be trained on the correct way to submit invoices for reimbursement of expenses. Following the training, Sub-Grantee will receive a written notice from CSBD for Sub-Grantee invoices which:
  - i. Contain mathematical errors, or
  - ii. Seek reimbursement for items not covered by the budget, or
  - iii. Are submitted late, or
  - iv. Are not accompanied by the appropriate supporting documentation.
- b. If after training and a written notice an invoice is submitted to CSBD with one of the faults described in paragraph a above sub-recipient's inability to provide correct invoices will be reported to the CSBD governing boards at the time that contract renewal is considered.

### 3.5.3 Reimbursement of Purchases

In the case of a request for reimbursement of costs incurred in the acquisition or leasing of capital and expendable equipment as approved by CSBD, Sub-Grantee shall be required to comply with Article 3, Section 3.7, Property Management, of this Sub-grant Agreement. All capital expenditures must be approved by CSBD in advance and shall be subject to the rules set forth in 2 CFR 200 as they apply to capital expenditures. Funds under this Sub-grant Agreement may not be used for the purchase in whole or in part of real property.

### 3.5.4 Required Documentation for Submission of Invoices

Sub-Grantee agrees to maintain and provide the following documentation to CSBD, along with Sub-Grantee's invoice for payment. Sub-Grantee understands that invoices submitted without the below described documentation will not be honored.

- a. For mileage reimbursement requests, Sub-Grantee shall use the CSBD mileage form or their own form which contains the same information. Mileage from home to work will not be reimbursed. Sub-Grantee is limited to the CSBD rate when reimbursing its staff for mileage however if the Sub-Grantee is the School Board of Broward County, Florida they may substitute their approved rate when reimbursing staff for mileage.
- b. For staff payroll reimbursement requests, Sub-Grantees submit time sheets and payroll information. Sub-grant recipients who do not have

certified payroll systems in which the payroll register is supported by time sheets must establish a sign-in system. Time sheets shall reflect time allocated across cost categories, contracts or other activities, whether paid for by CSBD or not.

- c. In general, Sub-Grantee must submit copies of the front and back of cancelled checks where applicable of a copy of the electronic payment to substantiate their expenditures in order to be reimbursed. For purchases, Sub-Grantee shall also submit all procurement documentation, and a copy of the front and back of the cancelled check applicable to the procurement.
- d. For proprietary materials such as books and supplies, Sub-Grantee shall provide signed receipts from students acknowledging delivery of the materials for which CSBD is being charged, along with the front and back of cancelled checks where appropriate.
- e. For reimbursement of rental and utility charges, Sub-Grantee shall provide a copy of the lease and, as appropriate, a copy of the entire phone bill, utility bill, and/or rental Sub-grant Agreement along with the front and back of the cancelled check.
- f. Sub-Grantee may be requested to provide access to participant case notes, participant progress reports and competency tests.

### 3.5.5 Credits

- a. In the event Sub-Grantee requests a reimbursement for a security deposit on leased equipment or space or other good or service, which payment will be reimbursed to Sub-Grantee at a later date or makes a payment in advance for a good or service for which a credit is later due Sub-Grantee, or receives a credit or discount for an over payment or an aggregated volume purchase or any other discount or reduction in cost, Sub-Grantee shall report such credit, discount or return of payment or overpayment to CSBD and shall be responsible for returning the funds to CSBD.
- b. CSBD reserves the right to deduct such credits, discounts or return payments due or paid to Sub-Grantee, from any outstanding invoice under this Sub-grant Agreement or any Sub-grant Agreement in force between CSBD and the Sub-Grantee at the time of identification of the credit, returned payment, discount or other financial benefit made available to Sub-Grantee as a result of funds made available to Sub-Grantee under this Sub-grant Agreement. CSBD's right to such credits,

discounts or return payments are in addition to any other rights or remedies accruing to CSBD under this Sub-grant Agreement and shall survive the termination of this Sub-grant Agreement.

### 3.5.6 Changes to the Budget

Any change to the budget requires a written request from Sub-Grantee, approval by CSBD and the execution of a Sub-Grant Amendment.

### 3.5.7 Release of Claims Upon Final Payment

The Sub-Grantee, upon final payment of amounts due under this Sub-grant Agreement, less any credits, refunds, or rebates due to CSBD, hereby releases and discharges CSBD from any financial claims arising from this Sub-grant Agreement.

## 3.6 Payment Adjustments/Suspensions

### 3.6.1 Reimbursement of Non-Budgeted and Unallowable Costs

CSBD shall not reimburse or pay any expenditures, costs, or payments for goods and/or services to Sub-Grantee which are found to be unallowable, or which are found to be inconsistent with the last approved budget; provided, however, that said budget may be revised for more efficient and effective use of monies available under the Sub-grant Agreement upon written request by the Sub-Grantee to CSBD and written approval thereof by CSBD in advance of the expenditure.

## 3.7 Property Management

### 3.7.1 Property Use Limited to the Program

- a. Property leased or purchased with grant funds, including personal or real property shall only be used in implementing the CSBD programs funded by this Sub-grant Agreement or any amendment hereto. Title to property purchased with funds made available through this Sub-grant Agreement shall vest with the State of Florida and/or CSBD and the property shall be returned to CSBD upon termination of this Sub-grant Agreement.
- b. Sub-Grantee shall not use contract funds to purchase a part or portion of personal property.
- c. In the event that Sub-Grantee enters into a lease for real property with funds under this Sub-grant Agreement:
  - i. Sub-Grantee shall assure the lease contains a deobligation clause similar to that contained in this Sub-grant Agreement.

- ii. The lease shall not obligate CSBD.
- iii. If the lease is for a facility owned by Sub-Grantee, then lease payments shall be limited in amount in accordance with the 2 CFR 200.

### 3.7.2 Sub-Grantee Procurement Requirements

- a. Sub-Grantee agrees to adhere to the requirements set forth in 2 CFR 200.320 in the procurement of goods and services under this Sub-grant Agreement.
- b. Sub-Grantee shall secure CSBD's written approval for the purchase of items not included in Sub-Grantee's budget.
- c. Sub-Grantee shall avoid all conflicts of interest either real or perceived in the procurement of goods and services with contract funds and in the execution of their obligations under this Sub-Grant Agreement.

### 3.7.3 Sub-Grantee Use of Alternative Procurement System

If Sub-Grantee's purchasing and procurement system is more stringent than that required by 2 CFR 200.320 Sub-Grantee may utilize their procurement system.

### 3.7.4 Sub-Grantee's Failure to Produce Records

Sub-Grantee expressly agrees that it shall reimburse CSBD for any funds expended under this Sub-grant Agreement or amendment hereto when the Sub-Grantee does not nor cannot produce the documents required to demonstrate that the procurement requirements of this section have been followed or to support/ substantiate that the goods and/or services procured and/or purchased have been received.

### 3.7.5 Inventory Tags

Upon receipt by CSBD of Sub-Grantee's invoice for the purchase of property with CSBD funds, CSBD shall provide Sub-Grantee with inventory tag numbers which tags shall be affixed to the property.



### 3.7.6 Insurance Coverage for Property

- a. Sub-Grantee shall provide insurance coverage for all property purchased with CSBD funds in the event of loss or damage and shall list CSBD as the named insured with regard to such property.
- b. Any loss, theft, or damage to CSBD/State property, along with the property's inventory tag number shall be reported to CSBD and the local police department as soon as possible following discovery of the loss, theft, or damage, but in any case, not later than thirty (30) days following the actual loss, theft, or damage.
- c. Any recovery made by Sub-Grantee following a report to Sub-Grantee's insurer of the loss, theft, or damage shall be reported to CSBD. CSBD will then inform Sub-Grantee as to whether or not it may use the funds to replace the property or whether the monies should be returned directly to CSBD.

### 3.7.7 Requirement to Provide a Physical Inventory

Thirty (30) days prior to the end of this Sub-grant Agreement, Sub-Grantee shall present CSBD with a physical inventory of all property located in or out of the CSBD, One-Stop Centers purchased with CSBD funds by Sub-Grantee or CSBD. The physical inventory shall contain a reference to the Sub-grant Agreement under which funds were allocated for the purchase along with the CSBD inventory tag number.

### 3.7.8 Requirement to Return Property

Within thirty (30) days of the termination of this Sub-grant Agreement or any amendment hereto under which the property was purchased, Sub-Grantee shall return all property purchased with funds under this Sub-grant Agreement or any amendment hereto to CSBD except where Sub-Grantee and CSBD agree in writing that Sub-Grantee may continue to utilize such property for another WIOA, WTP or other grant funded activity.

- a. Sub-Grantee shall inform CSBD in writing by entering a "Track-It" within twenty-four (24) hours of the termination or resignation of any personnel whose salary is in whole or in part paid for under this Sub-grant Agreement so that their access to the CSBD network can be terminated,
- b. Sub-Grantee shall ensure that any equipment issued which was purchased with funds provided by CSBD or any equipment placed on Sub-Grantee's site by CSBD is collected from a terminated employee prior to their departure.

### 3.8 Sub-grant Agreement Closeout

3.8.1 Sub-Grantee shall comply with all provisions of CSBD's Sub-grant Agreement Closeout Procedures.

3.8.2 Closeout of the program funded under this Sub-grant Agreement upon termination of this Sub-grant Agreement shall be performed in accordance with the terms and conditions of WIOA and state regulations and procedures. Except as expressly waived by CSBD, closeout shall be completed prior to final payment for services performed pursuant to this Sub-grant Agreement. Sub-Grantee shall provide CSBD such information and materials within such time periods as CSBD may require, necessary to complete closeout in accordance with applicable federal and state regulations and procedures.

### 3.9 Duplicate Funding

#### 3.9.1 Prohibition Against Double Payments

Sub-Grantee costs or earnings claimed under this contract may not also be claimed under another contract or grant from another agency.

#### 3.9.2 Multiple Funding Sources

Sub-Grantee shall utilize a cost allocation methodology which assures that CSBD is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this Sub-grant Agreement. The cost allocation plan and supportive documentation shall be included in the audit of Sub-Grantee's program.

END OF ARTICLE 3

## ARTICLE 4

### GENERAL CONDITIONS

#### 4.1 Sub-Grantee's Request for Proposal Response

##### 4.1.1 Adherence to the Terms and Conditions of the RFP

a. Sub-Grantee understands and agrees to adhere to the commitments and requirements established under CSBD's formal Request for

Proposal Process and the Request for Proposals Response document, incorporated by reference.

- b. To the extent that any terms or conditions conflict with the terms and conditions as stated in this Sub-grant Agreement the language of the Sub-grant Agreement shall control.

## 4.2 Political Activity

### 4.2.1 Application of the Hatch Act

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

### 4.2.2 Partisan and Nonpartisan Activities

No participant or employee whose salary is funded in whole or in part by this Sub-grant Agreement may engage in partisan or nonpartisan political activities during the hours for which the participant or employee is paid with federal grant funds.

### 4.2.3 Prohibition Against Acting as a Spokesperson for CSBD

No participant or employee whose salary in whole or in part is paid for with funds made available under this Sub-grant Agreement, may at any time, engage in partisan political activities in which such participant or employee represents himself/herself as a spokesperson for CSBD or the program funded under this Sub-grant Agreement.

### 4.2.4 Placement of Participant or Employees in Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Sub-grant Agreement shall be employed or out stationed in the office of a member of Congress or state or local legislator or on the staff of a legislative committee or in the office of any local elected official(s) of a state or a unit of local government without CSBD's express written approval.

#### 4.2.5 Out Stationing to Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Sub-grant Agreement may be employed or out stationed in positions involving political activities.

### 4.3 Religious Activity

#### 4.3.1 Prohibition Against Religious Activity

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

#### 4.3.2 Prohibition of Use of Funds for Religious Activities

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto in support of any religious activity or in support of any anti-religious activity. Participants shall not be employed on the construction, operation, or maintenance of any facility used or to be used for sectarian instruction or as a place of religious worship.

#### 4.3.3 Compliance with the Jessica Lunsford Act

In accordance with Sub-Grantee and State of Florida, requirements CSBD agrees to comply with the Jessica Lunsford Act which consists of a level II background screening via fingerprinting of staff who will visit the program on school grounds when students are present. CSBD will comply with the requirements of the law at Florida Statute sec. 1012.465 and Section 1012.32 Florida Statutes.

### 4.4 Non-Discrimination

#### 4.4.1 Compliance with Title VI of the Civil Rights Act

Sub-Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended, which prohibits discrimination on the basis of race, color and national origin. In implementation Sub-Grantee agrees to comply with Executive Order 11246 as amended by Executive Order 11375 as well as with section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended.

#### 4.4.2 Compliance with Age Discrimination Laws

Sub-Grantee must comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which protects individuals who are forty (40) years of age or older.

#### 4.4.3 Compliance with the Rehabilitation Act

Sub-Grantee agrees to comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended which prohibits discrimination against qualified individuals with disabilities.

#### 4.4.4 Compliance with Title IX of the Education Amendments of 1972

Sub-Grantee agrees to comply with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs.

#### 4.4.5 Compliance with the Americans with Disabilities Act

Sub-Grantee agrees to comply with applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), in the course of providing services funded in whole or in part by this Sub-grant Agreement.

#### 4.4.6 Compliance with WIOA Non-Discrimination Requirements

If Sub-Grantee is funded to provide WIOA services Sub-Grantee agrees to the requirements of WIOA Section 188 as follows:

a. Prohibition of Discrimination Regarding Participation, Benefits, and Employment.

No individual is excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any funded program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.

b. Prohibition of Discrimination on the Basis of Participant Status

No person may discriminate against an individual who is a participant in a program or activity that receives funds under this Sub-grant Agreement, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.

c. Prohibition on Discrimination Including Prohibition on Discrimination Against Certain Non-Citizens

Sub-Grantee agrees not to discriminate 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. Participation in WIOA programs and activities shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

d. Application of USDOL Non-Discrimination Requirements

Sub-Grantee shall comply with 29 CFR part 37, 41 CFR part 6 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.

e. Harassment Free Workplace

Sub-Grantee shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The Sub-Grantee agrees to insert a similar provision in all subcontracts. Public Law 105-220, section 188.

#### 4.4.7 Complaint Procedures

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

#### 4.4.8 Nondiscrimination & Reasonable Accommodation Statement

a. Sub-Grantee, the School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. Sub-Grantee also provides equal access to the Boy Scouts and other designated youth groups.

b. Individuals who wish to file a discrimination and/or harassment complaint may contact the Director of Equal Educational

Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

- c. Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), may contact the Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.
- d. Under Florida law, email addresses, and all communications, including email communications, made or received in connection with the transaction of Sub-Grantee (School Board) business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the office by phone or in writing to the, The School Board of Broward County, Florida.

#### 4.5 Grievances and Grievance Procedures

- 4.5.1 Sub-Grantee agrees to provide CSBD program participants access to the CSBD grievance procedures with respect to a non-criminal grievance or complaint arising in connection with WIOA programs operated by Sub-Grantee other than civil rights complaints. Sub-Grantee agrees to be bound by any decision arrived at as a result of taking part in the procedure. With respect to WIOA participants, the final resolution of the grievance must be within sixty (60) days of the filing of the formal grievance or complaint as per the WIOA Regulations.
- 4.5.2 Sub-Grantee agrees to comply with the grievance procedures applicable to Providers in the event of a grievance with respect to CSBD.
- 4.5.3 Whenever CSBD forwards or notifies Sub-Grantee of customer complaints about the workforce system received from the State or other external sources Sub-Grantee shall assist CSBD in investigating the complaint in a timely manner, and agrees to take appropriate action to resolve the complaint as shall be determined by CSBD.
- 4.5.4 Hearings regarding grievances in which a finding is made in Sub-Grantee's favor are subject to state and federal approval and Sub-grant Agreement. If the State and/or federal oversight entity does not agree with the finding, whether it is regarding a participant complaint or a questioned or disallowed cost as a result of a monitoring or audit finding, Sub-Grantee shall comply with the State or federal determination and in the event of a questioned or

disallowed cost Sub-Grantee shall be liable to CSBD for repayment of the cost which has been questioned or disallowed.

#### 4.6 Communications, Program Names, Signage, Publicity and Publication

4.6.1 Sub-Grantee may not undertake any publicity or publish for public consumption any results or information about its program or the participants without prior review by the CSBD President/ CEO. All radio and television announcements/advertisements and general newspaper articles and advertisements must be coordinated through CSBD's Executive Department, and must indicate that the program is funded by the BWDB, Inc., and the CSBD Council of Elected Officials through funds made available through the State of Florida and the applicable grant funding stream. This requirement includes all participant forms, announcements, manuals, handbooks and other informational materials produced by Sub-Grantee.

4.6.2 Any public outreach using marketing materials such as but not limited to brochures, flyers, articles, presentations, electronic communiqués, promoting a CSBD funded program must be coordinated with and approved by the CSBD President/CEO or their designee. All media outreach efforts regarding CSBD funded programs must be done in conjunction with and must be coordinated with and approved by the CSBD Vice President of Communications.

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

4.6.4 In order to comply with the Steven's Amendment when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing the program funded in whole or in part by this sub-grant, Sub-Grantee shall include: 1) The percentage of the total costs and the dollar amount financed with funds under this Sub-grant and 2) The amount of non-federal contribution to the grant.

#### 4.7 Sub-awards and Sub-contractors

##### 4.7.1 Prohibition Against Assignment and Subcontracting

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



#### 4.7.2 Subcontracts Must Be in Writing

Services approved for sub-granting or subcontracting shall be specified by a written Sub-grant Agreement and shall be subject to each provision of this Sub-grant Agreement. A copy of the subcontract shall be provided to CSBD upon request.

#### 4.7.3 Subcontracts and Sub-awardee's Subject to Applicable Laws

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

#### 4.7.4 Subcontracts Subject to Procurement Requirements

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

#### 4.7.5 Notice of Actions Involving Subcontractors

The Sub-Grantee shall give CSBD immediate notice in writing of any action or suit filed, or of any claim made against the Sub-Grantee by any subcontractor or vendor which in the opinion of the Sub-Grantee may result in litigation, related in any way to this Sub-grant Agreement or any amendment hereto.

### 4.8 Notice

#### 4.8.1 Notice to CSBD

All notices required to be given to CSBD under this Sub-grant Agreement shall be sufficient when hand delivered or mailed or delivered by same-day courier, or on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested, or upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS), to CSBD at its office at 2890 W. Cypress Creek Road, Ft. Lauderdale, FL 33309, addressed to the CSBD President/CEO with a copy to be forwarded to the Vice President of Operations.

#### 4.8.2 Notice to Sub-Grantees

All notices required to be given to the Sub-Grantee under this Sub-grant Agreement shall be sufficient when hand delivered or mailed or delivered by same-day courier, or on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested, or upon delivery when

sent by prepaid overnight express delivery service (e.g., FedEx, UPS), to the Sub-Grantee at its office located as stated on page one (1) of this Sub-grant Agreement.

#### 4.9 Assurances and Certifications

Sub-Grantee understands that CSBD is bound and must comply with the Assurances and Certifications appended hereto as Exhibit E.

#### 4.10 Integration

##### 4.10.1 Exhibits

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

- a. Exhibit A – The ISY Budget
- b. Exhibit B - Individual Nondisclosure Confidentiality Certification
- c. Exhibit C – State Data Sharing Sub-Grant Agreement (Non- Disclosure and Confidentiality Sub-grant Agreement)
- d. Exhibit D – Assurances
- e. Exhibit E - Debarment Form
- f. Exhibit F - Lobbying Form
- g. Exhibit G – Lobbying Certification Form
- h. Exhibit H – Drug Free Workplace Certificate
- i. Exhibit I – Certification Regarding Environmental Tobacco Smoke
- j. Exhibit J - The Request for Proposal and Sub-Grantee’s Request for Proposal Response except as it has been modified by Article 7 the Work Statement including the Work Activity Schedule submitted by Sub-Grantee with their proposal response.
- k. Exhibit K - The WIOA, Public Law 105-220 (Aug. 7, 1998) WTP Public Law 104-193 (August 22, 1997), statutes and regulations applicable to the grant funding streams identified in Sub-Grantee’s budget.

- I. Exhibit L - Child Labor Laws, as applicable. Exhibit L - Child Labor Laws (29 USC 203): Employment of Minors Between Fourteen (14) and Sixteen (16) Years of Age (Subpart C), Occupations Particularly Hazardous for the Employment of Minors Between Sixteen (16) and Eighteen (18) Years of Age or Detrimental to Their Health or Well-being (subpart E).
- m. Exhibit M - Immigration and naturalization service regulations for employers and employees **Public Law 107 -124 and 107-125**
- n. Exhibit N – Authorized Invoice Signatories

**4.10.2 Exhibit J is a public record and is in the possession of Sub-Grantee and CSBD, it is not attached to the Sub-grant Agreement and is maintained in the CSBD Offices. Exhibits K, L and M, are public laws and are not attached to this Sub-grant Agreement.**

4.10.3 A copy of all the above documents, other than the statutes and regulations, which are public documents, will be maintained on file at the CSBD offices. One (1) copy of the executed Sub-grant Agreement and Exhibits will be furnished to the Sub-Grantee by CSBD.

#### 4.11 Vested Powers

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

#### 4.12 Termination

4.12.1 This Sub-grant Agreement may be terminated as follows:

- a. CSBD or Sub-Grantee may request a termination for convenience upon thirty (30) days prior written notice to Sub-Grantee or such shorter period as may be mutually agreed to by the Sub-Grantee and CSBD. Sub-Grantee will be entitled to receive compensation for services performed in accordance with the conditions set forth herein through the date of termination. However, CSBD shall not be liable for any expenses incurred by the Sub-Grantee after the effective date of termination of the Sub-grant Agreement or any amendment hereto.
- b. CSBD may immediately terminate this Sub-grant Agreement if either the federal government or the State of Florida fails to provide CSBD with the grant(s), under which this Sub-grant Agreement is funded.

- c. CSBD may terminate this Sub-grant Agreement at any time that the CSBD authorized representative, which shall be the President/CEO, determines that:
- i. Sub-Grantee has failed to provide any of the services Sub-Grantee has contracted to provide; or
  - ii. Sub-Grantee has failed to comply with any of the provisions contained in this Sub-grant Agreement or any amendment hereto; or
  - iii. Sub-Grantee fails to perform in whole or in part under this Sub-grant Agreement or fails to make sufficient progress so as to endanger the performance of Sub-Grantee's obligations to provide the contracted for programs or services; or
  - iv. Sub-Grantee has failed to comply with the statutes or regulations applicable to the programs/services funded by this Sub-grant Agreement or any amendment hereto; or,
  - v. Sub-Grantee has failed to take corrective action as described in Article 4 section 4.12.2, or
  - vi. Sub-Grantee has taken an action, which in the opinion of the CSBD President/CEO, the CSBD monitors, auditors, the State, the BWDB, or the CSBD Council of Elected Officials, jeopardizes the program or the funds made available under this Sub-grant Agreement.
  - vii. Sub-Grantee has employed illegal aliens in violation of the Immigration and Nationality Act, 8 U.S.C. 1324(a).

#### 4.12.2 Suspension and Termination

If CSBD elects to terminate this Sub-grant Agreement under the provisions set forth in Article 4, Section 4.12.1, above, CSBD may immediately suspend the Sub-grant Agreement and refuse any payments due the Sub-Grantee. The Sub-Grantee shall be notified in writing of CSBD's suspension and of CSBD's termination of the Sub-grant Agreement. If CSBD allows the Sub-Grantee a period of resolution to correct the problem, then Sub-Grantee shall have ten (10) working days in which to respond in writing with a corrective plan. Failure to respond with a corrective plan acceptable to CSBD shall result in a termination notice to Sub-Grantee effective from the time of the original suspension.

#### 4.12.3 Suspension of Payments

CSBD may immediately suspend payment to Sub-Grantee at any time that the CSBD President/CEO has sufficient cause to seek termination of this Sub-grant Agreement as described in Article 4, Section 4.12. If CSBD grants the Sub-Grantee the opportunity to correct the problem, then suspension of payments shall remain in effect until CSBD determines the problem has been resolved and the program continues, or until CSBD terminates the program, at which time no payments would be made after the date of the original suspension.

#### 4.12.4 Payments Due Sub-Grantee in the Event of a Termination

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

- a. All advances or other payments on account made to the Sub-Grantee which are applicable to the terminated portion of this Sub-grant Agreement; and
- b. Any credits, discounts or overpayments as described in Article 3 above; and
- c. Any claim which CSBD may have against the Sub-Grantee in connection with this contract or any other prior Sub-grant Agreement; and
- d. The agreed-for-price for, or the proceeds of the sale of, any materials, supplies or other things acquired by the Sub-Grantee or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to CSBD; and
- e. Any outstanding questioned or disallowed costs attributable to the Sub-Grantee arising out of an investigation, monitoring report or audit of this Sub-grant Agreement or any other Sub-grant Agreement Sub-Grantee had with CSBD; and
- f. Any unallowable costs; and
- g. If a termination under this Sub-grant Agreement is partial, prior to the settlement of the terminated portion of this Sub-grant Agreement, the Sub-Grantee may file a request in writing with CSBD for an equitable adjustment of the price or prices specified in the Sub-grant Agreement relating to the continued portion of the contract.

#### 4.12.5 Sub-Grantee Liability

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

#### 4.13 Maintenance of Effort

##### 4.13.1 Sub-Grantee Assurance Labor Conditions

To assure maintenance of effort the program funded by this Sub-grant Agreement:

- a. Shall result in an increase in workforce opportunities over those, which would otherwise be available.
- b. Shall not result in the displacement of currently employed workers by either a participant or an individual employed to carry out the obligations under this Sub-grant Agreement, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.
- c. Shall not impair current contracts for services or collective bargaining Sub-grant Agreements or result in the substitution of federal funds made available by this Sub-grant Agreement to subsidize work that would otherwise be performed by the Sub-Grantee.
- d. Shall not create a job in a promotional line for either a participant or an individual employed to carry out the obligations under this Sub-grant Agreement, which will infringe in any way upon the promotional opportunities of a currently employed individual.
- e. When Sub-Grantee anticipates a situation, such as that described in Article 4, Section 4.13 above, Sub-Grantee shall immediately notify CSBD and await instruction prior to expending any funds as contracted for in connection with the operation of its program.

##### 4.13.2 Participant Placement

No participant shall be employed or job opening filled with an individual whose salary is funded by this Sub-grant Agreement:

- a. When any other individual is on lay-off from the same or any substantially equivalent job; or

- b. When the employer/Sub-Grantee has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant or employee whose wages are subsidized by federal grant funds or paid for with federal grant funds.

#### 4.13.3 Relocation

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

#### 4.14 Nepotism

##### 4.14.1 Prohibition in Employment

Sub-Grantee may not hire a person in an administrative capacity, staff position, or on-the-job training position funded through a federal grant if a member of that person's immediate family is employed in an administrative capacity for CSBD or the Sub-Grantee. Sub-Grantee shall make full disclosure regarding any procurements which are not arm's length including small business purchases, and may not enter into any Sub-grant Agreements or make purchases without CSBD's approval where a conflict of interest, or the appearance of a conflict of interest exists or the purchase is not arm's length and involves a family member as described herein, or a business partner or related company.

##### 4.14.2 Applicability of Stricter Standards

Where the Sub-Grantee's nepotism guidelines or state or local guidelines are more stringent than the above requirement, those guidelines shall be followed instead.

##### 4.14.3 Individual Recommendations

No individual whose salary is funded in whole or in part under this Sub-grant Agreement, or who is responsible for carrying out the obligations under this Sub-grant Agreement shall appoint, employ, advance, or advocate for the

appointment, employment, promotion, or advancement, a member of that individual's immediate family, to a position with the Sub-Grantee's organization.

#### 4.14.4 Procurement of Goods and Services

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

- a. A member of that individual's immediate family.
- b. A member of Sub-Grantee's staff or their immediate family or
- c. From a Consultant or Subcontractor unless the item was separately procured and CSBD approved the purchase after full disclosure, or
- d. From a related company or affiliate of any of the individuals or entities identified herein.

#### 4.14.5 Definition of Immediate Family Member

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

### 4.15 Application of the Davis Bacon Act to Programs Operated Under this Sub-grant Agreement

#### 4.15.1 Davis Bacon Wages

Sub-Grantee agrees to apply Davis Bacon wage rates to projects funded under this Sub-grant Agreement which involve construction, alteration or repair including painting and decorating of buildings, projects, and works which are not ordinarily done by Sub-Grantee's regular work force.

#### 4.15.2 Copeland Anti-Kickback Act

Sub-Grantee shall comply with the requirements of the Copeland Anti-Kickback Act 40 U.S.C. § 276c (1995)/18 U.S.C. 874 and the regulations promulgated thereunder 29 CFR § 3 (1995)/29 CFR § 5 (1995).



#### 4.16 Prohibition Against Unallowable and Criminal Activities

##### 4.16.1 Unallowable, Fraudulent and Criminal Activities

Sub-Grantee shall not enroll ineligible individuals, embezzle, willfully misapply, steal or obtain by fraud any moneys, funds, assets or property which are the subject of this Sub-grant Agreement or amendments hereto. If Sub-Grantee violates this provision, Sub-Grantee shall be required to refund all monies and shall be subject to the sanctions of the applicable grant legislation and to the criminal provisions of Title 18 of the United States Code Section 665. The Sub-Grantee shall also be subject to the immediate suspension of payments by CSBD under this Sub-grant Agreement and amendments hereto and immediate termination by CSBD of this Sub-grant Agreement and any amendments hereto.

##### 4.16.2 Reporting of Waste, Fraud and Abuse

Sub-Grantee may not require employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting their employees or contractors from reporting such waste, fraud, or abuse. P.L. 115-141, Division E, Title VII, Section 743.

##### 4.16.3 Prohibition Against Solicitations and Gratuities

Sub-Grantee agrees and understands that no officer or employee of the Sub-Grantee 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.

##### 4.16.4 Prohibition on Contracting with Corporations with Felony Criminal Convictions

Sub-Grantee certifies that neither they nor any of their officers or directors have been convicted of a felony criminal violation under any Federal law within the preceding 24 months and agrees that they will 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. P.L. 115-141, Division E, Title VII, Section 746.

##### 4.16.5 Prohibition on Contracting with Corporations with Unpaid Tax Liability

Sub-Grantee certifies that they have no unpaid Federal tax liability and that they will 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. P.L. 115-141, Division E, Title VII, Section 745.

#### 4.16.6 Prohibition Against the Payment of Fees

Sub-Grantee agrees and understands that no funds provided for by this Sub-grant Agreement or amendments hereto shall be used for the payment of a fee charged to an individual for the placement or referral of that individual to a training program funded under WIOA.

#### 4.16.7 Requirement for Blocking Pornography Pursuant to P.L. 115-141, 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.

#### 4.16.8 Prohibition Against Lobbying

Sub-Grantee shall not use any funds appropriated under this Sub-grant Agreement or amendments hereto for lobbying federal, state, or local legislators in accordance with the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352

#### 4.16.9 Prohibition on Providing Federal Funds to ACORN

Sub-Grantee may not provide sub-grant funds to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors. P.L. 115-141, Division H, Title V, Section 522.

#### 4.16.10 Prohibition on Trafficking in Persons

During the time this sub-grant is in effect Subrecipient and subrecipients' employees may not (A) Engage in trafficking in persons (B) Procure a commercial sex act or (C) Use forced labor in the performance of this subaward under the award and shall be in compliance with 22 U.S.C. 7102 et seq.

#### 4.17 Child Labor Laws and the Pro Children Act

- a. Sub-Grantee shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Sub-grant Agreement or amendments hereto.
- b. Sub-Grantee agrees to comply with the Pro-Children Act 20 U.S.C. 6083.

c. Prohibition on Procuring Goods Obtained Through Child Labor

Sub-Grantee agrees not to expend funds 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 the DOL prior to December 18, 2015. DOL listed at: <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>. P.L. 115-141, Division H, Title I, Section 103.

4.18 Collective Bargaining Sub-Grant Agreements

4.18.1 Application of Collective Bargaining Sub-Grant Agreements

Sub-Grantee agrees and understands that it must comply with and shall not violate the terms and conditions of any collective bargaining Sub-grant Agreement in effect during the course of this Sub-Grant Agreement.

4.18.2 Activities Inconsistent with Collective Bargaining Sub-Grant Agreements

If the program funded under this Sub-grant Agreement would be inconsistent with the terms of a collective bargaining agreement, then Sub-Grantee shall seek the written concurrence of both the labor organization and the employer concerned prior to operating such programs. Failure to receive a response to a written request may be deemed concurrence.

4.19 Unions

4.19.1 Use of Funds

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

4.19.2 Placement During a Work Stoppage

No participant may be placed into, or remain working in any position which is affected by labor disputes involving a work stoppage. Sub-Grantee shall make every effort to relocate participants who wish to remain working, into suitable positions unaffected by the work stoppage.

4.19.3 Union Membership

Sub-Grantee shall not require any participant in a position funded by this Sub-grant Agreement to join a union in order to receive institutional training unless the participant is subject to a collective bargaining Sub-grant Agreement containing a union security provision.

## 4.20 Working Conditions

### 4.20.1 Appropriate Conditions

Sub-Grantee agrees that conditions of employment and/or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participants.

### 4.20.2 Hazardous and Dangerous Conditions

Sub-Grantee shall not place participants at work or training sites which are or could reasonably be expected to be hazardous, dangerous, unsafe or unsanitary. Participants assigned to work in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.

### 4.20.3 Benefits and Working Conditions

Participants shall be accorded the same benefits and working conditions accorded other employees working a similar length of time and doing similar types of work.

### 4.20.4 Health and Safety Standards

Health and Safety Standards established by state and federal laws applicable to working conditions of employees shall be equally applicable to participants. At a minimum contractor shall comply with the Work Hours and Safety Standards Act, 40 U.S.C. 327 et al and 29 CFR part 5.

### 4.20.5 Fair Labor Standards

Sub-Grantee shall adhere to the Fair Labor Standards Act with respect to hours of work and working conditions as appropriate and to the Fair Labor Standards Act Amendment for Major Disasters. P.L. 115-141, Division H, Title I, Section 109

### 4.20.6 Contributions to Retirement Systems

No funds available under this Sub-grant Agreement may be used for contributions on behalf of any participant to a retirement system or plan.

## 4.21 Program Income

### 4.21.1 Program Income Must be Returned to CSBD

All income as defined in Article 2, Section 2.50, realized in operating a program provided for under this Sub-grant Agreement or any amendment hereto shall be reported to and returned to CSBD at the end of each quarter during which the income was realized and, in any event, shall be reported and returned to CSBD upon termination of this Sub-grant Agreement. Program income does not include income from royalties and license fees for copyrighted material, patent, patent applications, trademarks, and inventions.

### 4.21.2 Audits Must Contain a Program Income Schedule

Sub-Grantee agrees to include in their audits a schedule prepared by their auditor detailing program income realized under this contract.

### 4.21.3 Continuation of Program Income Revenues

Rental income and user fees on real and personal property acquired with contract funds shall continue to be program income upon termination of this Sub-grant Agreement. Sub-Grantee shall make provision for accounting for such funds and returning the income to CSBD.

### 4.21.4 Sub-Grantee Use of Program Income

In the event that Sub-Grantee wishes to use program income to further or enhance activities funded by this Sub-grant Agreement Sub-Grantee may request such permission in writing from the CSBD President/CEO who shall consider such request and reply in writing either approving or denying the request. There shall be no appeal of the President/CEO's decision. Program income may only be used for allowable activities and costs. In the event that the use of program income is approved it shall be added to contractor's budget in accordance with the amendment provisions under this Sub-grant Agreement.

## 4.22 Insurance and Bonding

4.22.1 Sub-Grantee agrees to maintain the insurance required by this Sub-Grant Agreement in full force and effect throughout the term of this Sub-Grant Agreement and during any renewal or extension term of the Sub-Grant Agreement. The insurance shall be of such types and in accordance with the terms and limits noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Sub-Grantee.

4.22.2 Sub-Grantee will provide CSBD Certificates of Insurance, evidencing the required coverage prior to Sub-Grant Agreement start including all

endorsements required herein and shall keep such certificates current during the entire term of this Sub-Grant Agreement. If Sub-Grantee fails to maintain insurance as specified in this Sub-Grant Agreement, CSBD may terminate this Sub-Grant Agreement upon seven (7) days' written notice. The certificates of insurance shall:

- a. 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.
- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- c. If the Sub-Grant Agreement term goes beyond the expiration date of the insurance policy, Sub-Grantee shall provide 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 Sub-Grant Agreement until this requirement is met.

4.22.3 Any costs for adding CSBD as an additional insured may be reimbursed by CSBD and shall be included in the Sub-Grantee's budget

4.22.4 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 Sub-Grant Agreement date or prior.

- a. The certificate shall contain the title of the insurance contract and contract number.
- b. The Certificate Holder should read as follows: CareerSource Broward, 2890 W Cypress Creek Road, Fort Lauderdale, FL 33309

4.22.5 The Sub-Grantee's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Sub-Grantee shall not be interpreted as limiting the Sub-Grantee's liability and obligations under this Sub-Grant Agreement. The policy or policies of insurance required by this Sub-Grant Agreement 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 Sub-Grantee shall provide the minimum limits and coverage as applicable to this project as set forth herein.

#### 4.22.6 Deductible of Self Insurance Retention

- a. Sub-Grantee 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.
- b. All insurance policies required by this Sub-Grant Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000, which deductible shall be subject to approval by CSBD. Sub-Grantee shall be solely responsible for reimbursement of any deductible to the insurer

4.22.7 If the Sub-Grantee's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Sub-Grant Agreement, the Sub-Grantee may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

4.22.8 Any exclusion or provision in the insurance maintained by the Sub-Grantee that excludes coverage for work contemplated in this Sub-Grant Agreement shall be unacceptable and shall be considered breach of contract.

4.22.9 Sub-Grantee shall provide notice of any and all claims, accidents, and any other occurrences associated with this Sub-Grant Agreement to Sub-Grantee's insurance company and to the CSBD VP of Operations and the CSBD VP of Human Resources as soon as practical.

4.22.10 It is the Sub-Grantee's responsibility to ensure that any and all of Sub-Grantee'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 Sub-Grantee.

- 4.22.11 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 Sub-Grant Agreement do not provide adequate protection for CSBD, CSBD may, by providing Sub-Grantee at least sixty (60) days written notice, require Sub-Grantee 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 Sub-Grantee 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.
- 4.22.12 The Sub-Grantee shall maintain during the term of this Sub-Grant Agreement, the insurance and bonding specified below. This is in addition to the theft coverage required in Article 3.

a. Third Party Liability

COMMERCIAL/THIRD PARTY 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 Sub-Grant Agreement. 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 Sub-Grantee. 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 Sub-Grantees. 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.



b. Fidelity Bond

Coverage in an amount not less than \$1,000,000 per loss for dishonest acts of the Sub-Grantee'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.

Sub-Grantee 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 Sub-Grantee 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, Sub-Grantee'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 Sub-Grantee under this Sub-Grant Agreement. The Sub-Grantee agrees to reimburse CSBD for any loss incurred by CSBD under this Sub-Grant Agreement. Sub-Grantee shall be liable for any sums not covered and/or paid by their insurer.

c. Workers Compensation.

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. The Workers Compensation Policy must include Employers' Liability with minimum limits of \$100,000 for each accident. CSBD requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from others or equivalent.

Participants on a work experience assignment subsidized with WIOA funds under this Sub-grant Agreement are covered for work related injuries by the State of Florida and in the event of an injury Sub-Grantee shall coordinate with the CSBD VP of Human Resources to coordinate coverage.

d. Non-Owner Coverage

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 Sub-Grantee does not own vehicles, Sub-Grantee 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.

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

Non-governmental Sub-Grantees shall maintain Directors and Officers Liability Insurance, which shall include Employment Practice Liability and Errors and Omission Coverage. Errors and Omission Coverage may not be paid for with WIOA funds, Coverage shall be in the amount of at least one million dollars (\$1,000,000.00) and shall name CSBD Employment Solutions as an additional insured as required herein.

4.23 Independent Sub-Grantee

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

4.24 Indemnification Applicable to State Agencies and Governmental Entities

If Sub-Grantee is a state agency as defined in Chapter 768.28, Florida Statutes, Sub-Grantee agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Sub-Grantee as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Sub-grant Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Sub-grant Agreement. To the extent considered necessary by CSBD any sums due Sub-Grantee under this Sub-grant Agreement may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Sub-grant Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

#### 4.25 Conflict of Interest

- 4.25.1 Sub-Grant Agreement warrants that they did not solicit, pay, or offer some other form of consideration to any BWDB or CSBD Council Member, CSBD staff person, or other elected official or public officer in order to obtain this contract award.
- 4.25.2 Sub-Grantee assures that it is in compliance with the WIOA and other federal and state applicable conflict of interest restrictions.
- 4.25.3 Sub-Grantee agrees to abide by CSBD's Code of Conduct or with its own organizational Code of Conduct so long as it meets the minimum standard set forth in 2 CFR 200.
- 4.25.4 Neither Sub-Grantee nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Sub-Grantee's loyal and conscientious exercise of judgment related to performance under this Sub-Grant Agreement.
- 4.25.5 Sub-Grantee agrees that none of its officers or employees shall during the term of this Sub-Grant Agreement serve as an expert witness against CSBD, the CSBD Council of Elected Officials, or the BWDB, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CSBD or the BWDB or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- 4.25.6 In the event Sub-Grantee is given written authorization from CSBD to utilize subcontractors to perform any services required by this Sub-Grant Agreement Sub-Grantee agrees to prohibit such subcontractors by written contract, from having any conflicts as within the meaning of this section.

#### 4.26 Applicability of Governing Laws

This Sub-Grant Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation arising out of or concerning this Sub-Grant Agreement shall be in Broward County, Florida. In addition to other indemnification and assumption of liability agreed to herein, Sub-Grantee shall be responsible for the cost of legal defense awards, damages, penalties and/or fines for claims brought against Sub-Grantee and also naming

CSBD for acts of commission and/or omissions on the part of the Sub-Grantee in relation to employees, consultants, agents or persons providing goods and/or services under this Sub-grant Agreement. Sub-Grantee may secure Directors and Officers Liability Insurance for coverage of such contingencies. Costs attributable to such coverage may be paid for with funds provided under this Sub-grant Agreement so long as it they are budgeted for within the line items of the budget attached as Exhibit A.

#### 4.27 Sub-Grant Agreements in Excess of \$100,000.00

To the extent this contract is funded in excess of one hundred thousand dollars (\$100,000.00) of federal grant funds Sub-Grantee 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].

#### 4.28 Representation Regarding Quality

4.28.1 Sub-Grantee represents that all person delivering the services required by this Sub-grant Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof to adequately and competently perform the duties, obligations, and services set forth in this Sub-grant Agreement and to provide and perform such services to CSBD's satisfaction for the agreed compensation.

4.28.2 Sub-Grantee shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of services under this Sub-grant Agreement.

4.28.3 Sub-Grantee shall perform its duties, obligations, and services under this Sub-grant Agreement in a skillful, respectable and cost-conscious manner. The quality of Sub-Grantee's performance and all interim and final product(s) provided to or on behalf of CSBD shall be comparable to the best local, state and national services.

#### 4.29 Transportation Requirement

If participants are to be transported and Sub-Grantee is receiving WTP funds Sub-Grantee shall comply with the provisions of F.S. 427 and Rule Chapter 41-2 FAC.

#### 4.30 Health Insurance Requirements

4.30.1 Except for exemptions identified in the statute or regulations federal funds may not be used to enter into or renew a contract for health insurance coverage which includes a provision for drug coverage unless the contract includes a provision for contraceptive coverage. P.L. 115-141, Division E, Title VII, Section 726.

4.30.2 Health coverage must comply with the restriction on abortions Pursuant to P.L. 115-141, Division H, Title V, Sections 506 and 507.

#### 4.31 E-Verify

4.31.1 Sub-Grantee agrees to comply with Florida Statutes 448.095 and shall:

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

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

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

- a. Procure or obtain
- b. Extend or renew a contract to procure or obtain; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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

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

#### 4.33 Statutory and national policy requirements 2 CFR 200.300

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.

#### 4.34 Executive Compensation

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, 41U.S.C.4712, and 10 U.S.C. 324, 41 U.S.C. 4304 and 4310.

- 4.35 To the extent applicable Sub-Grantee shall comply with 2 CFR 200.322 Domestic preferences for procurement.
- 4.36 To the extent applicable Sub-Grantee shall comply with 2 CFR 200.323 Procurement of recovered materials.

END OF ARTICLE 4

## ARTICLE 5

### PROGRAM REQUIREMENTS

#### 5.1 Monitoring

##### 5.1.1 Sub-Grantee's Responsibility

Sub-Grantee shall develop a monitoring protocol for the programs being provided under this Sub-Grant Agreement as well for their fiscal operations and shall provide for the self-monitoring of their programs in accordance with Article 7.

#### 5.2 Access to Records

##### 5.2.1 Availability of Records

- a. At any time during the term of this Sub-Grant Agreement, or at any time during the record retention period following termination of this Sub-Grant Agreement, Sub-Grantee shall make all contracts, invoices, payroll records, personnel files, and any and all other records relating to the program, funded by this Sub-Grant Agreement, available and shall permit the Secretary of Labor, Comptroller General, the Governor, CSBD or their designated representatives to conduct on site or virtual evaluations, audits, investigations, and monitor program performance to ensure compliance with the terms of the Sub-Grant Agreement and amendments hereto.
- b. Sub-Grantee shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Sub-Grantee pertaining to any program funded by this Sub-Grant Agreement or amendment hereto, available to CSBD in Broward County, to the Comptroller General of the United States, the federal government and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost.
- c. Sub-Grantee shall assure that program and fiscal records are available to the monitors at the time of the start of all monitoring visits. CSBD shall provide Sub-Grantee with a schedule of monitoring visits.



### 5.2.2 Freedom of Information

Records maintained in support of the program funded by this Sub-Grant Agreement are not subject to the Freedom of Information Act (5 U.S.C. 552).

## 5.3 Record Retention

### 5.3.1 Five Year Retention Requirement

Sub-Grantee shall keep copies of all records, accounts, and documents pertaining to the operation of this Sub-Grant Agreement or any amendment hereto for not less than five (5) years following the expiration of this Sub-Grant Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Sub-Grant Agreement or amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.

### 5.3.2 Title to Records Vests with CSBD

Sub-Grantee understands and agrees that the records it maintains for programs funded by this Sub-Grant Agreement are CSBD's property and are maintained for the benefit of CSBD. Therefore, Sub-Grantee shall not dispose of any records without the prior written consent of CSBD and in the event of a termination of the Sub-Grant Agreement shall either return all records to CSBD or shall maintain the records in accordance with the terms and conditions of this Sub-Grant Agreement and in a manner which will make them accessible through the record retention period.

### 5.3.3 Property Records

Sub-Grantee shall maintain all records pertaining to any property purchased with funds under this Sub-Grant Agreement for five (5) years following final disposition of that property. For purposes of this section, final disposition shall include a return of the property to CSBD. Any property returned to CSBD must be accompanied by all original records or certified copies thereof pertaining to the property.

### 5.3.4 Retention Period Commencement

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

### 5.3.5 Production of Reports and Records

Sub-Grantee understands and agrees that when requested, Sub-Grantee shall complete and furnish to CSBD all forms, reports, documents, and program/fiscal records, within ten (10) days of said request unless other timeframes are required under this Sub-Grant Agreement. Failure to comply with this provision will result in CSBD's withholding the Sub-Grantee's reimbursement until such time that the Sub-Grantee complies with CSBD's request.

## 5.4 PELL Grants and Other Financial Aid

### 5.4.1 Application for PELL

Sub-Grantee shall assist all CSBD participants, referred or approved to receive tuition assistance for training, with the application process for PELL Grants, or other federal, state, or local financial assistance as appropriate.

### 5.4.2 Coordination of PELL, Other Awards and WIOA

If Sub-Grantee is a Title IV eligible educational institution under the Higher Education Act, or is referring participants to training with such institutions, the institution's financial aid officer, or contractor, as appropriate, shall inform CSBD and or their contractor of the amounts and disposition of HEA Title IV awards and all other financial aid afforded to participants enrolled with the Title IV eligible educational institution within fifteen (15) days of the financial award. If tuition is included in the contract budget, the budget shall be subject to amendment in order to de-obligate or reprogram funds set aside for tuition and not used in order to avoid duplicate payments.

## 5.5 Enforcement of Sub-Grant Agreement Terms

The failure of CSBD to strictly enforce any of the provisions of this Sub-Grant Agreement, or to require strict performance by the Sub-Grantee of any of the provisions herein, shall in no way be construed to be a waiver of such provisions or any other provision contained herein nor shall it in any way affect the validity of this Sub-Grant Agreement or any part hereof, or waive the right of CSBD to enforce each and every provision herein. The Sub-Grantee is responsible for fulfilling all terms and conditions of this Sub-Grant Agreement. While CSBD may monitor the Sub-Grantee's performance under this Sub-Grant Agreement, the Sub-Grantee remains solely responsible for its performance. CSBD's monitoring of the Sub-Grant Agreement shall not constitute a notice, acceptance waiver or modification of any term or condition. Terms and conditions may only be modified by written contract amendment as specified herein.

## 5.6 Audit

### 5.6.1 Governmental, Public and Private-Not-For-Profit Entities Requirement to Audit

- a. Sub-Grantee shall provide for the conduct of an external audit of the program funded by this Sub-Grant Agreement and any amendments hereto if total aggregate expenditures of federal funds received from any source total seven hundred and fifty thousand dollars (\$750,000.00) or more in any fiscal year. The audit shall be conducted in accordance with the provisions of the Federal Single Audit Act of 1996, as amended and in compliance with State of Florida requirements, and 2 CFR 200 Part F. In determining the federal awards expended in its fiscal year, Sub-Grantee shall consider all sources of federal awards. The determination of amounts of federal awards expended should be in accordance with 2 CFR 200 Part F.
- b. Audits shall cover the entire recipient organization for the organization's fiscal year. Compliance findings related to contracts with CSBD shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met if a match was required. All questioned costs and liabilities shall be fully disclosed in the audit report and if related to an award from CSBD to Sub-grantee shall reference the CSBD contract involved.

### 5.6.2 Commercial Entities Requirement to Audit

Commercial organizations receiving in excess of seven hundred and fifty thousand dollars (\$750,000.00) a year of federal grant funds, whether from CSBD or other funding sources, shall conduct a program specific independent financial and compliance audit in accordance with GAAS, or an organization wide audit conducted in accordance with 2 CFR 200 Part F that includes the federal funds received and the program conducted, within its scope. Reference 20 C.F.R. Part 667.200 (b)(2)(ii) and 45 C.F.R., Part 74.26 as they apply to WIOA and WTP funds.

### 5.6.3 Reimbursement for Audit Expense

Sub-Grantee agrees that although funds might be allocated in their budget for audit expense, they will not seek reimbursement from CSBD for the costs of any audit in whole or in part, for any fiscal year in which their expenditure of federal funds regardless of the source of receipt of those federal funds does not exceed seven hundred and fifty thousand dollars (\$750,000.00).

#### 5.6.4 Period of Performance

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

#### 5.6.5 Identification of Program Income

Audit Reports shall include a schedule identifying program income as defined herein.

#### 5.6.6 Disallowed and Questioned Costs

- a. Sub-Grantee shall be liable to CSBD for any disallowed or questioned costs that Sub-Grantee or CSBD incurs as a result of Sub-Grantee expending funds in violation of this Sub-Grant Agreement or in violation of federal, state or local statutes, regulations, rules, policies, or procedures.
- b. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to CSBD by Sub-Grantee within thirty (30) days of the issuance of the report.

#### 5.6.7 Audit Resolution Procedures

Sub-Grantee agrees to be subject to the monitoring, review and audit resolution procedures established by CSBD, the State of Florida or the applicable federal agency and to cooperate with CSBD in the event that resolution cannot be achieved at CSBD's level.

#### 5.6.8 Deduction from Monies Due Sub-Grantee

If this or any other Sub-Grant Agreement is in effect at the time of the identification of a questioned or disallowed cost, or a credit that is due CSBD, CSBD may deduct the amount disallowed/questioned from any reimbursements or payments due Sub-Grantee.

#### 5.6.9 Failure to Discover

CSBD's failure to either promptly discover or demand prompt payment for questioned or disallowed costs will not relieve Sub-Grantee from their obligation to repay the disallowance or questioned cost at the time of identification or demand.

#### 5.6.10 Stand-In Costs

Sub-Grantee may with the written approval of CSBD and the State of Florida, substitute allowable uncharged costs or in-kind contributions, made from non-federal sources to support the program funded by this Sub-Grant Agreement, to stand in for a disallowed or questioned cost. Such contributions or in-kind payments must have been documented in Sub-Grantee's budget attached to this Sub-Grant Agreement and/or books of account as may be required by the federal rules. The expenditure must be supported by the Sub-Grantee's independent Audit Report. The uncharged costs must have been incurred in the same program year as the costs, which they are proposed to replace.

#### 5.6.11 Expiration of the Sub-Grant Agreement

The expiration of the contract shall not affect CSBD's, the State's, or any applicable federal agency's right to audit, disallow, or question a cost, or Sub-Grantee's obligation to repay the cost.

#### 5.6.12 Audit Requirements Upon Dissolution of Sub-Grantee's Organization or Termination of Sub-Grant Agreement

- a. In the event of the voluntary or involuntary dissolution of Sub-Grantee's organization Sub-Grantee shall inform CSBD, within twenty-four (24) hours of Sub-Grantee's knowledge of its intent to dissolve or of the involuntary dissolution of their organization, and prior to actual dissolution, agrees to allow CSBD to arrange for an immediate audit of Sub-Grantee's organization. CSBD may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Sub-Grant Agreement and any amendments hereto so that an immediate audit may be performed.
- b. Notice required by this section shall be in writing and in accordance with the Notice provisions contained herein.
- c. If Sub-Grantee is requested to provide CSBD with their records or elects to provide CSBD with all its records pertaining to this Sub-Grant Agreement or any amendments hereto they shall be delivered to the CSBD Vice President of Finance who is the designated custodian of the records for purposes of compliance with this section.

- d. Upon termination of this Sub-Grant Agreement for any reason Sub-Grantee agrees to allow CSBD to arrange for an immediate audit of Sub-Grantee's organization and/or the program/fiscal records, as appropriate. The audit may be organization wide or program specific in accordance with the requirements of the Office of Management and Budget and/or the State of Florida.

## 5.7 Amendments

### 5.7.1 Requests for Amendments

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

1. Sub-Grantee shall not be permitted to increase staff salaries not already provided for in the budget attached hereto as Exhibit A, add new lines items or make other adjustments to the budget without a prior written contract modification request to CSBD.
2. Sub-Grantee shall not make expenditures or otherwise encumber funds prior to execution of a formal amendment.
3. Where modification requests include changes to the budget CSBD shall evaluate the cost reasonableness of the request and if appropriate justification is provided by Sub-Grantee a written amendment shall be executed.

### 5.7.2 Time for Requesting Amendments

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

### 5.7.3 CSBD's Unilateral Rights to Amend

Sub-Grantee understands and agrees that CSBD may unilaterally amend this Sub-Grant Agreement to conform to changes in any federal or state statute, regulation, or policy which is applicable to the program funded by this Sub-Grant Agreement or any amendment hereto. CSBD shall provide Sub-Grantee with advanced written notice of such amendment.

#### 5.7.4 Amendments for Local Conditions

Sub-Grantee understands and agrees that CSBD may amend this Sub-Grant Agreement as regards reduction in training slots and/or a redirection of training areas affecting and reducing total funds available to Sub-Grantee, as a result of economic conditions and/or employment trends within Broward County's labor market.

### 5.8 Copyrights, Patents, Rights in Data

#### 5.8.1 Non-Exclusive Use and License

- a. Sub-Grantee agrees that CSBD, the State, and the federal government shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use a copyright or patent or rights in data in any copyright, patent, work, or invention developed in whole or in part with contract funds or which Sub-Grantee purchases with contract funds.
- b. CSBD may utilize products as described in paragraphs "a" above in conjunction with fee for service activities developed or operated by CSBD.
- c. Sub-Grantee agrees to comply with this section regardless of whether or not a copyright or patent has been secured or applied for in connection with the materials, products, rights in data, intellectual property or other similar materials or part thereof developed in whole or in part with funds made available under this Sub-Grant Agreement.
- d. Any breach of this section shall entitle CSBD to damages at least equal to the fair market value of the materials, products, rights in data, intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

5.8.2 Curriculum materials developed and copyrighted with non-contract funds but which may be used for this project are not subject to this section.

### 5.9 CSBD Policies and Procedures

Sub-Grantee agrees to adhere to all CSBD policies and procedures applicable to the operation of the program.

## 5.10 Prior Sub-Grant Agreements

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

## 5.11 Client Confidentiality

5.11.1 Sub-Grantee Records are subject to the Florida Public Records Law, Florida Statutes section 119.07. Sub-Grantee and CSBD agree to share confidential customer and program information as necessary but only within the limits established by federal and state laws and regulations governing confidentiality.

5.11.2 Sub-Grantee acknowledges that their employees and employees of FloridaCommerce who are supervised or guided by Sub-Grantee, and any subcontractors of Sub-Grantee, receive information obtained from employers, participants and unemployment compensation claimants in the performance of their duties and in the course of delivering workforce program services. The information received may include, but is not limited to job and program applicant registrations, job orders, employer reports, unemployment compensation claims and related records. This information is confidential and Sub-Grantee agrees to safeguard the information against unauthorized disclosure in accordance with 20 CFR 603 and Florida Statutes sections 443.171(5) and 443.1715.

5.11.3 Sub-Grantee understands and agrees that Welfare Transition Program participant records are confidential and exempt from public records disclosure pursuant to 45 CFR 205.50 and Florida Statutes section 414.295, and shall assure that safeguards are in place to protect the disclosure of such records.

5.11.4 Sub-Grantee, its employees, and individuals under the supervision of Sub-Grantee and subcontractors of Sub-Grantee in the course of performing their duties who receive and utilize confidential workforce program information shall:

- a. Maintain the confidentiality of employer, employee and participant.



- b. Identity and any and all related information pursuant to state and federal law and regulations. All individuals with access to the herein described records shall sign the "Non-Disclosure and Confidentiality Sub-Grant Agreement" and return it to the CSBD Sr. Sr. Vice President of Operations. A copy of the certification statement is attached as Exhibit C, and Sub-Grantee shall execute the Data Sharing Sub-Grant Agreement (Non-Disclosure and Confidentiality Sub-Grant Agreement), attached hereto as Exhibit D.
- c. Abide by all present and future directives and CSBD policies issued in accordance with state and federal laws pertaining to workforce programs and grants, privacy requirements and data confidentiality. Official requests for information shall be handled in accordance with FloridaCommerce (formerly DEO) guidance FG 02-033, Confidentiality of Records and Public Records Requests and Subpoenas, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the FloridaCommerce website [floridajobs.org](http://floridajobs.org).
- d. Abide by data security measures imposed by the Department of Children and Families, or any other entity as necessary to comply with the Health Insurance Portability and Accountability Act (HIPAA) and, if requested by CSBD, Sub-Grantee shall execute a Business Associate Sub-Grant Agreement for the purpose of complying with HIPAA. If required by HIPAA or other laws, Sub-Grantee shall include in its "Notice of Privacy Practices" notice of Sub-Grantee's and CSBD's uses of client's Public HIPAA Information (PHI). The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Sub-Grant Agreement.
- e. Maintain the confidentiality of individual employer identifiable data. Individual employer identifiable data within the Labor Market Information (LMI) Program is confidential pursuant to Florida Statutes sections 443.171(5) and 443.1715, and Commissioner's Order 3-04 (USDOL). Labor Market Information (LMI) includes data such as labor force, employment, unemployment, unemployment rates, mass layoffs, employment and wages by industry and occupation, and employment projections. In publishable aggregate form, this data is not confidential. This data is collected and produced through cooperative Sub-Grant Agreements with the United States Department of Labor (USDOL), Bureau of Labor Statistics, and FloridaCommerce, Labor Market Statistics. The information is collected under a pledge of confidentiality to employers and must be treated in a manner that will ensure individual identifiable data will be accessible to only authorized persons. No

information or records that would reveal the identity of any individual employer obtained from the Agency should be copied or disclosed to any party other than those authorized by Labor Market Statistics. Confidential employer information may be made available to Sub-Grantee employees and individuals under their supervision and Sub-Grantee subcontractors in the performance of their public duties including statistical research, economic forecasting, job search and training, and implementation and administration of state law.

#### 5.11.5 Special Confidentiality Requirements Applicable to Agreements with Sub-Grantee: CSBD Safeguarding the Confidentiality of Education Records

- a. Notwithstanding any provision to the contrary within this Agreement, CSBD shall:
  - i. Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records.
  - ii. Hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release.
  - iii. Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to Sub-Grantee upon request.
  - iv. Safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements.

- v. Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall, otherwise be in full be in compliance with Section 1006.1494, Florida Statutes.
- vi. Notify Sub-Grantee immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com), and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes.
- vii. Fully cooperate with appropriate Sub-Grantee staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner.
- viii. Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse Sub-Grantee any direct costs incurred by Sub-Grantee for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes.
- ix. Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law.
- x. Provide Sub-Grantee with the name and contact information of its employee who shall serve as Sub-Grantee's primary security contact and shall be available to assist Sub-Grantee in resolving obligations associated with a security breach of confidentiality of education records.
- xi. Purge education records from any media owned by CSBD or which is in the sole control of CSBD once the media is no longer in use or is to be disposed.

b. All education records shall remain the property of Sub-Grantee, and any party contracting with Sub-Grantee serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at Sub-Grantee's request, return to Sub-Grantee or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide Sub-Grantee with a written acknowledgment of said disposition.

5.11.6 Purposes of Disclosure: Sub-Grantee will provide CSBD with the education records in this section for the following purposes:

- a. To provide a paid Work Experience with Employability Skills training for In-School Youth
- b. To confirm eligibility for the WIOA program
- c. For students to be paid for work experience
- d. To provide transportation for worksite/school location
- e. To monitor student files for compliance

5.11.7 Types of Disclosure: Sub-Grantee will provide CSBD with the education records and will input these records into the CSBD DMS and Florida Commerce EF.

- a. Participant Social Security / Permanent Resident / or Green Card
- b. Participant Birth Certificate
- c. Participant Picture ID (DMV or school ID)
- d. Participant Proof of Home Address
- e. Participant Social Security Privacy Act Statement
- f. Participant Youth Participant Acknowledgement
- g. Participant Contract
- h. Participant I-9

- i. Participant Bank Authorization Form if required in order for participant to be paid
- j. Participant Application
- k. Participant Transportation Request Documentation
- l. Participant Request for Release of Information
- m. Participant Pre and Post TABE Test Scores
- n. Participant Proof of GED attainment and/or attainment of a high school diploma.
- o. Participant Grievance Procedure
- p. Participant Objective Assessment
- q. Participant Media Release
- r. Participant Department of Economic Disclosure
- s. Employment Verification
- t. Participant Time Sheets
- u. Participant Training Plan
- v. Participant Request for Bus Pass
- w. Participant Case Management Notes
- x. Participant and Family Income
- y. Participant FERPA release form
- z. Participant Test Score
- aa. Participant Proof of High School Diploma Attainment

5.11.8 In addition to the education records being disclosed by the Sub-Grantee in this section, CBBB will also have access to work and information input by students in CSBD's online platform, including: Data Management System (DMS) and Employ Florida (EF). CSBD shall comply with the Children's Online Privacy Protection Act of 1998 (COPPA), 15 U.S.C. 6501-6505, and

its corresponding Children's Online Privacy Protection Rule, 16 CFR Part 312. In instances where students under the age of thirteen (13) years enter personally identifiable work and information into CSBD's online platform, or when CSBD engages in passive tracking of children's personal information, Sub-Grantee shall obtain written verifiable consent from each student's parent/guardian as required by COPPA.

5.11.9 Sub-Grantee will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

5.11.10 The requirements of this section shall supersede any uses and disclosures of the education records as listed in CSBD's privacy policies.

## 5.12 Auditing of Data Protection Controls

- a. CSBD or any of CSBD's subcontractors with access to Sub-Grantee data shall provide an attestation stating CSBD and/or CSBD's subcontractors with access to Sub-Grantee data have undergone a third-party audit and the security controls being used comply with acceptable security standards. This attestation shall be provided to Sub-Grantee within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by CSBD or by any of CSBD's subcontractors with access to Sub-Grantee data under this Agreement.
- b. At a minimum, the audit shall show what controls are used to:
  - i. Protect Sub-Grantee against unauthorized access, unauthorized disclosure, and damage;
  - ii. Reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided Sub-Grantee data;
  - iii. Ensure Sub-Grantee student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet CSBD'S objectives while also ensuring the data is protected from unauthorized use or disclosure; and
  - iv. Monitor compliance with established security controls.
- c. Additionally, CSBD and/or CSBD's subcontractors with access to Sub-Grantee data shall, at minimum, annually complete a third-party assessment of their security controls showing compliance with acceptable security standards and maintain compliance during the agreement. CSBD shall provide Sub-Grantee an attestation of continued compliance by CSBD and/or CSBD's subcontractors with access to Sub-Grantee data within ten (10) business days of written request by Sub-Grantee.

### 5.13 Buy American

Any equipment or goods to be purchased under this Sub-Grant Agreement shall be purchased in accordance with the Buy American Act. 41 US Code §§ 8301 through 8303.

### 5.14 Drug Free Workplace

5.14.1 Sub-Grantee certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.

5.14.2 Sub-Grantee shall not use any of the funds under this sub-grant 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.

5.14.3 Sub-Grantee shall not use any of the funds under Sub-Grant Agreement to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

### 5.15 Headings

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

### 5.16 Public Entities Crime

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

In addition to the foregoing, Sub-Grantee 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 Sub-Grantee has been placed on the convicted vendor list.

#### 5.17 Sub-Grant Agreement Term

5.17.1 The term of this Sub-Grant Agreement shall begin on the date it is fully executed by both parties and shall end on June 30, 2025.

5.17.2 The term of this Sub-Grant Agreement may be extended for four additional one-year periods. Renewal shall be at the option of the CSBD governing boards. The continuation of this Sub-Grant Agreement shall be subject to performance as defined herein, and the appropriation and availability of funds as described in this Sub-Grant Agreement.

5.17.3 At the end of each CSBD program year, if a new sub-grant agreement, for the same program services as provided for herein, is approved by the CSBD governing boards, or the term of this Sub-Grant Agreement is renewed by the CSBD governing boards for an additional one year period, the term of this Sub-grant Agreement shall automatically be extended from June 30, 2025 until such time as the new Agreement or amendment extending this Agreement, is approved and executed by Sub-Grantee, not to extend beyond September 30 of the calendar year following the end date of the immediately previous Agreement.

5.17.4 Sub-Grantee performance and the Sub-grant Agreement budget shall be re-negotiated at the beginning of each new program year.

5.17.5 All duties, obligations, and responsibilities of Sub-Grantee required by this Sub-Grant Agreement shall be completed no later than June 30, of the program year in which this Sub-Grant Agreement is executed. Thereafter if this Sub-Grant Agreement is extended all duties, obligations, and responsibilities of Sub-Grantee required as a result of any extension shall be completed no later than June 30, of that program year. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Sub-Grant Agreement.

END OF ARTICLE 5



## ARTICLE 6

### SPECIAL OBLIGATIONS

#### 6.1 Participant Payments

6.1.1 Participants receiving work experience or on-the job training wages may not be paid for time not in attendance, holidays, or overtime. Sub-Grantees shall not certify time sheets, which provide for payment for holidays, time not in attendance, at work, or in class, as appropriate, or for overtime hours worked.

6.1.2 CSBD shall be responsible for making incentive payments available to Sub-Grantee for delivery to youth based upon funds set aside for such activities at the time of approval of Sub-Grantee's proposal and/ or budget.

#### 6.2 Actions to be taken in the Event of an Emergency or Natural Disaster.

6.2.1 CSBD and Sub-Grantee wish to ensure that service interruptions are kept to a minimum following an emergency or disaster.

6.2.2 Sub-Grantee shall designate three (3) individuals who shall provide CSBD with cell numbers and an additional contact number is available for each of the three (3) individuals. These individuals shall be the designated liaisons regarding all communications during the period of an emergency or natural disaster. The designated liaisons will participate in CSBD's annual emergency preparedness planning process and attend required meetings on this topic.

6.2.3 Sub-Grantee agrees that in the event of an emergency or natural disaster, Sub-Grantee shall take the below listed actions where advance notice permits or is provided, preceding an emergency or disaster:

- a. Sub-Grantee shall designate the liaisons in the case of an emergency.
- b. The individuals designated as the CSBD liaison shall contact the CSBD Executive Office and shall consult with the President or Vice President regarding closure of the One-Stop Center or program office being operated by Sub-Grantee and shall close operations in accordance with CSBD President's approval.
- c. Prior to closing the one-stop or local program office, Sub-Grantee shall protect participant files, equipment and other personal property paid for with CSBD funds by securing the equipment, covering the equipment,

moving equipment away from doors or windows and/or taking such other actions to secure the equipment, personal property and participant files.

- d. The securing of equipment shall be done in accordance with the CSBD Information Technology Hurricane Preparedness Plan. Protection of other property and files must be done pursuant to a plan adopted by Sub-Grantee and approved by the CSBD President or his/her designee.

6.2.4 Sub-Grantee agrees that immediately following an emergency or disaster the designated liaison shall contact the CSBD President or Vice President to confer on the reopening of offices and the provision of services to the participants.

- a. Sub-Grantee shall adopt a plan to ensure that information regarding resumption of services is communicated to all workers/staff in the One-Stop Centers or program offices. An example of such a plan might include a telephone tree.
- b. It shall be the responsibility of Sub-Grantee's liaison to go out as soon as possible after an emergency or disaster to survey their offices. The liaison shall report any damages to the buildings or premises, downed trees, downed power lines, obstructions to access as well as power outages, water damage and water stoppages to the CSBD President or his/her designee.
- c. Sub-Grantee shall Notice CSBD regarding the continuation or inability to continue services to participants following an emergency or disaster.

END OF ARTICLE 6

## ARTICLE 7

### SCOPE OF WORK

#### 7.1 Program Description In-School Youth (ISY)

Sub-Grantee shall conduct an ISY program for fifty (50) WIOA eligible in-school youth, who are high school seniors.

#### 7.2 Recruitment

##### 7.2.1 Sub-Grantee shall recruit 50 youth.

- a. Sub-Grantee shall recruit sufficient youth resulting in 50 high school senior youth enrollments. The youth shall be in the second semester of their senior year and expected to receive their High School Diploma in May/June of the program year, each year that this Sub-grant Agreement is in effect
- b. As CSBD ISY expenditures are dependent on overall out-of-school youth expenditures, Sub-Grantee may not backfill or over enroll additional youth without written approval from CSBD,
- c. Youth shall be recruited during the first two (2) semesters of the school year and shall be provided with financial literacy and employability skills prior to being assigned to a work experience.

##### 7.2.2 Prior to enrollment and as a part of the application and orientation process Sub-Grantee's program staff shall provide an orientation and overview regarding the program.

- d. Staff shall review the benefits of the program to prospective participants.
- e. Sub-Grantee shall explain the relationship between CSBD, Sub-Grantee, and the youth, if they enroll in this program.
- f. Youth shall be informed that guidance, support costs, and wages for a work experience/ internship will be funded through CSBD.

##### 7.2.3 Youth recruited shall be assessed prior to enrollment in the CSBD program for their suitability and a determination of whether the youth has the qualifications to be successful in the program.

- 7.2.4 Veterans and their eligible spouses shall receive a priority of service in accordance with 20 CFR Part 1010 Priority of Service for “Covered Persons,” when recruiting and enrolling youth into the program.
- 7.2.5 To obtain progress information about youth in the program Sub-Grantee shall require youth to sign a FERPA release or other applicable release in accordance with Article V Section 5.11 above. Youth who refuse to sign the release shall not be enrolled.
- 7.3 Participant Eligibility Certification, Assessment and Development of the Individual Service Strategy
- 7.3.1 During the course certification and throughout the delivery of the program Sub-Grantee will collect information and documentation necessary under federal and state grant program rules. This shall be done subject to privacy laws as described in Article 5 section 5.11 paragraphs “e” and “f”. Article 7 is to be read as if Article 5 section 5.11 paragraphs “e” and “f” are fully laid out, described and written into Article 7.
- 7.3.2 Sub-Grantee shall be responsible for participant eligibility certification which shall include an eligibility determination and assessment in accordance with WIOA. Prior to enrolling a youth into EF Sob-grantee shall review the youth’s eligibility and assessment information with the CSBD Program Manager who shall approve the enrollment via email addressed to Sub-Grantee.
- 7.3.3 Sub-Grantee shall be responsible for assisting the youth in assembling the documentation necessary for WIOA eligibility determination.
- a. Sub-Grantee shall perform a review of all eligibility documentation to ensure that the individual is eligible for WIOA services.
  - b. Sub-Grantee shall have youth complete the WIOA registration form which must be signed by the participant and entered into EF. Youth shall not be considered enrolled until they receive a program service. Once a participant is enrolled and entered into EF this will constitute an official enrollment into the program, and the data will be used when computing Sub-Grantee’s performance.
  - c. Sub-Grantee shall inform youth enrolled into the WIOA program of their responsibility regarding remediation, training, post-tests, attendance, work experience, and unsubsidized employment or post-secondary school upon exit, as well as the advantages associated with improving their basic skills levels as it applies to life and employability skills.

7.3.4 All youth to be recruited and enrolled in this program must meet WIOA eligibility criteria for ISY.

7.3.5 Sub-Grantee must determine ISY status at the time of program enrollment and as the first step in determining WIOA eligibility for this program for purposes of this Agreement youth must be enrolled and attending high school; **and also be:**

- a. A resident of Broward County, and
- b. A US citizen or have I-9 documentation indicating they are eligible to work in the United States.
- c. Meet the federal definition of economically disadvantaged, or be documented as disabled, or if declaring themselves independent of their family for purposes of income must present documentation of their independent status from an independent third party, or provide corroborating documentary support from a non-family member attesting to the fact that they have direct knowledge that the youth is no longer living at home, such as a notarized statement from a pastor, group home director, or other reliable individual with direct knowledge of the youth's circumstances, or live in a high poverty census tract as defined by the State; **and**
- d. Have one (1) or more of the following WIOA youth barriers:
  - i. Deficient in basic literacy skills
  - ii. An English Language Learner
  - iii. A homeless individual as defined by WIOA
  - iv. A runaway
  - v. In foster care, aged out of foster care, in an out of home placement or eligible for foster care
  - vi. Pregnant or a parent
  - vii. An Offender
  - viii. An individual with a disability including a documented learning disability.

- 7.3.6 Upon enrollment into the program, Sub-Grantee shall ask youth to provide current contact information. Information should include, but not be limited to: name, address, and phone/cell phone number of relative not living in youth's household, best friend's cell phone number, youth's email address, and all social media accounts, if applicable.
- 7.3.7 Sub-Grantee shall assess youth to determine:
- a. Whether they are appropriate for the program and can meet the WIOA performance requirements at exit prior to enrollment into the program.
  - b. Their career interests and academic goals using instruments available through the School Board of Broward County.
- 7.3.8 Sub-Grantee shall complete a Career Pathways Plan for each youth registered and enrolled in the program. As a part of the assessment of each youth, Sub-Grantee shall identify any of the 14 WIOA youth elements appropriate and needed by the youth and shall include the element(s) in the youth's ISS. Youth shall be referred to community partners for any of the 14 elements not provided by Sub-Grantee. The WIOA fourteen elements are:
- a. Leadership skills development
  - b. Employability skills training
  - c. Study skills training, instruction, and dropout prevention services
  - d. Alternative secondary school services and dropout recovery services
  - e. A work experience aligned with the youth's career plan.
  - f. Comprehensive guidance and counseling
  - g. Adult mentoring by Sub-Grantee staff
  - h. Tutoring
  - i. Occupational skills training
  - j. Education offered concurrently with workforce preparation and training
  - k. Supportive services
  - l. Follow-up

- m. Financial literacy education
- n. Entrepreneurial skills training
- o. Labor Market Information
- p. Post-secondary preparation and transition activities

7.3.9 Following eligibility determination, staff shall develop an Individual Service Strategy Plan (ISS) and Career Pathways plan with each youth to be enrolled in the program. These plans will be used to identify the participant's program activities, and track their progress in the individual components of the program design. The ISS shall be modified to reflect participant's progress in program activities and achievement of program goals as necessary. This mutual planning process will enable each participant to develop ownership of the plan and learn, through the process, how to make choices and actions that will lead directly to specific outcomes.

7.3.10 Individuals entering the program will begin through an intake and assessment process which shall consist of the following:

- a. A review of all eligibility documentation to ensure that the individual is eligible for services.
- b. Completion of the registration form which must be signed by the participant.
- c. All participants shall be basic skills assessed for purposes of determining basic skill levels. Sub-Grantee may use basic skills assessments taken within the past 6 months rather than additional testing if available. The assessment shall be a critical tool in determining participant's suitability for the program.

7.3.11 Sub-Grantee shall enter participant registration for WIOA youth into Employ Florida. Once a participant is entered into Employ Florida this will constitute an official enrollment into the program, and the data will be used when computing Sub-Grantee's performance.

7.3.12 Program staff shall create only one (1) student file that is maintained at the school site or at the district office once a participant is enrolled. Sub-Grantee shall scan all records into CSBD's Document Management System (DMS).

7.3.13 Youth shall receive an orientation at the beginning of the program and the youths' parents/guardians/relatives shall be informed of the youths'

participation in the program.

#### **7.4 Program Services to be Provided to the Youth**

7.4.1 To encourage youth to complete high school and to keep them attached to their academic studies and environment all youth shall be placed in a work experience to learn the connection between education and work.

- a. All youth shall be provided leadership and employability skills training prior to being assigned to a work experience.
- b. Youths' work experience activities shall be aligned with the youth's career and academic goals and shall be noted in the case file.
- c. Sub-Grantee shall be given a budget to use for work experience wages. Based upon the budget Sub-Grantee shall determine the total hours to be assigned to each youth. Sub-Grantee shall be responsible for managing the funds set aside for the work experience.
- d. Sub-Grantee shall develop a written plan for the delivery of the work experience activities which shall be provided to the CSBD Youth Program Manager within thirty days (30) of Sub-grant execution so that the funds set aside for work experience are expended within the CSBD program year.
  - i. The hourly wage to be paid to the youth.
  - ii. The number of weeks the youth will be assigned to a work experience.
  - iii. The number of days per week the youth will participate in the work experience.
  - iv. The number of hours per day the youth will be assigned to the work experience.
  - v. Sub-Grantee shall update a spreadsheet to provide a work experience report to the CSBD Youth Program Manager on a weekly basis listing the name of each youth assigned to a work experience, the total hours assigned to each youth's work experience, the hours worked, and the name/location of the host work site.
- e. Sub-Grantee shall be responsible for the development of the worksites for the youth receiving a work experience.



- f. All youth placed into a work experience shall be vetted through the E-verify system prior to placement into a work experience.
- g. Sub-Grantee shall assure that each youth assigned to a work experience has a detailed training plan, which outlines the participant's job duties on the worksite and the skills to be learned.
- h. Sub-Grantee shall assure that Case Managers enter case notes that describe the timeframe, placement, and progress of the youth.
- i. Youth's wages shall be set each year this Sub-grant Agreement is in effect. For the first program year youth shall receive a wage of up to \$14.00 an hour for their work experience. Youth shall be limited to up to 20 hours a week of work experience. Sub-Grantee shall be responsible for determining the length of the work experience however the duration of these activities shall not exceed five (5) months or the date of graduation whatever is sooner as may be further limited by the available budget.
- j. The work experience may be with Sub-Grantee, a public, private not for profit or for-profit sector employer willing to serve as a host worksite. All worksites shall be covered by a worksite agreement. A training plan using the CSBD training plan document shall be developed for youth assigned to a worksite within Sub-Grantee's organization. Sub-Grantee shall assure timesheets are properly completed so that the youth can be entered into the CSBD work experience payroll system. An additional host worksite agreement shall not be necessary. This Sub-grant Agreement terms and conditions shall apply to the work experience.
- k. Sub-Grantee shall be responsible for tracking and monitoring participants' hours of work on a weekly basis, maintaining signed time sheets for the participants.
- l. Sub-Grantee shall use the CSBD payment system for the work experience wages.

7.4.2 Sub-Grantee shall observe and counsel the youth and as appropriate shall direct the youth to dropout prevention services consisting of tutoring, study skills and instruction.

### 7.4.3 Twelve (12) Month Follow-Up

- a. Following program exit, Sub-Grantee shall maintain weekly and/or monthly on going communication with participants as deemed appropriate for each youth through the end of the fourth (4<sup>th</sup>) quarter after participant's exit from the program.
- b. Sub-Grantee shall provide assistance as necessary with any identified issues through the fourth (4<sup>th</sup>) quarter after exit.
- c. Follow-up may be conducted using the internet, phone conversations, e-mail, texting, and other social media to confirm the student is continuing in the last known positive post-secondary environment. If not in an acceptable activity, counseling and employment related support shall be provided to assist the youth in returning to their post-secondary activity or finding another job. It should be stated in the case notes that the youth is informed that all services are still available to them.
- d. Sub-Grantee shall record follow up for each youth in a case note entered into Employ Florida on a monthly basis.
- e. If during follow- up it is determined that a youth has lost their job or is no longer attending a post-secondary education program, Sub-Grantee shall immediately re-engage youth and offer employment support services to youth to assist them in returning to school or employment as appropriate. Any services provided shall be entered into the Employ Florida follow-up screens with the follow up codes.
- f. Sub-Grantee will continue to provide follow-up to students for up to twelve (12) months from their date of exit from the program so long as **they are receiving funding from CSBD.**

### 7.4.4 Youth Program Design Participation

- a. Youth and parent input shall be sought through questionnaires, surveys, focus groups or such other tools as Sub-Grantee deems appropriate and suggestions received shall be considered and discussed with CSBD.
- b. Sub-Grantee may incorporate appropriate recommendations into the program design during future cohorts.

### 7.4.5 Graduation

- a. One hundred percent (100%) of the youth enrolled in the program shall receive measurable skills gain prior to June 30 of the program year during

which they are enrolled.

- b. Ninety-five percent (95%) of the youth enrolled in the program shall graduate and receive their high school diploma prior to June 30 of the program year during which they are enrolled.

#### 7.4.6 Placement

- a. Sub-Grantee shall be responsible for placing all youth exiting the program into unsubsidized employment, post-secondary school, or the military.
- b. Sixty (60) days prior to graduation Sub-Grantee shall work with youth to develop resumes and begin the job application process if they are not going on to post-secondary school.
- c. All exits shall be reviewed and approved by the Youth Program Manager prior to exiting the youth from the system.

#### 7.4.7 Twelve (12) Month Follow-Up

- a. Following program exit, Sub-Grantee will maintain weekly on-going communication with participants for the first three (3) months and shall provide assistance with any identified issues through the fourth (4<sup>th</sup>) quarter after exit. Follow-up shall be conducted using the internet, phone conversations, e-mail, texting, and other social media to confirm the student is continuing in the last known positive post program environment.
- b. If during follow-up it is determined that a youth has lost their job or is no longer attending a post-secondary education program, Sub-Grantee shall immediately re-engage youth and offer employment support services to youth to assist them in returning to school or employment as appropriate. Any services provided shall be entered into the EF Follow-up screens using the Follow-up codes.
- c. Sub-Grantee agrees that if this Agreement is renewed, Sub-Grantee will continue to provide follow-up to students through the fourth (4<sup>th</sup>) quarter after the youth's exit from the program.
- d. If youth go on to post-secondary school, teachers will be assigned to maintain communication with both the student and the matriculating faculty and staff to monitor attendance, academic progress, provide support and needed resources in the post-secondary setting through the retention period.

- e. Job coaches and teachers will conduct data checks monthly on all students in both the employment setting and/or post-secondary setting, to monitor attendance, progress and supervisor feedback.
- f. Program staff shall conduct a one (1) year Follow up visit during the fourth quarter (4<sup>th</sup>) after exit for students in the workplace to monitor progress after grant program completion. Student progress will be monitored and maintained in the student's Career Pathway planner.
- g. Sub-Grantee shall employ the following strategies to track students throughout the program and through the fourth quarter (4<sup>th</sup>) after exit:
  - i. Communication with students face to face or via e-mail, cell phone/ text messaging, home telephone or mailings.
  - ii. Monitoring students' weekly attendance and performance.
  - iii. Contact with instructors.
  - iv. Verification of employment.
  - v. Communication with employer.
  - vi. Verification of post-secondary enrollment.
  - vii. Communication with parents/guardians/relatives or adult supporter.
  - viii. A card provided prior to exit with essential numbers and contacts.

## 7.5 Participant Counseling and Case Management

- 7.5.1 Sub-Grantee staff will work to forge a bond with the youth as "caring adults," willing to deliver holistic services that support the entire family unit, whenever possible.
  - a. Sub-Grantee shall create a spread sheet identifying the youth assigned to each teacher facilitator.
  - b. The spread sheet shall be updated monthly to include the youth's name, state ID, WIOA Enrollment Date, training start date, Projected completion date, actual completion date, case closure date and closure reason.

- c. The spreadsheet shall be made available to the CSBD Youth Program Manager electronically following each monthly update.
- 7.5.2 Sub-Grantee shall develop a team-meeting schedule to provide each student with scheduled counseling dates throughout the program to address academic outcomes, internships, job shadowing, and job placement.
  - 7.5.3 Counseling will be provided throughout the school year through on-site visits, home visits, email, phone calls, and home communication.
  - 7.5.4 The program teacher will schedule meetings on a regular basis with students to review Career Pathway timelines and goals.
  - 7.5.5 Program teachers and job coaches will maintain student portfolios that will contain academic data reports to determine academic learning gains, and goal outcomes.
  - 7.5.6 Quarterly data chats will be conducted with teachers and students to review determined career pathway goals and timelines.
  - 7.5.7 All youth shall have sufficient opportunity to interact with facilitators and program staff, and to be the recipient of all program benefits by using techniques that have validated success and encourage retention such as:
    - a. Teachers as caring adults providing comprehensive guidance.
    - b. Teachers delivering academic tutorial/remedial support.
    - c. Career awareness, planning/readiness.
    - d. Referrals for other services.
  - 7.5.8 Staff shall serve as a liaison between the participants and the GED facilitators/instructors and intercede on their behalf as necessary.
  - 7.5.9 In the event a participant's attendance decreases, staff shall conduct home visits to re-engage youth. In the event a student is absent from school or their work experience for three (3) consecutive days, the Sub-Grantee will make every effort to follow-up with the student and provide counseling including home visits, and/or parent contacts.
  - 7.5.10 Sub-Grantee staff will present "wrap-around" services, added value, and incentives that the program provides. Youth will be advised that it is a privilege to be in the program and will be presented with their in-kind

responsibilities and requirements.

7.5.11 Counselors will address study habits, progress, performance, and personal problems.

7.5.12 Youth will receive counseling and job coaching. Facilitators/teachers will serve as brokers and advocates for the participants. Female participants will be counseled on the benefits of non-traditional careers.

7.5.13 Case management and counselor contacts shall be documented through student and counselor logs, and progress reports. Records of student attendance for counseling will reflect all case management and counseling contact with students. All case management notes shall be recorded in Employ Florida.

7.5.14 Case management notes shall be entered:

- a. Biweekly for each participant in the program based upon counselor/case manager contact with the participant.
- b. More often than biweekly to document events, progress, challenges, and activities as they occur.

7.5.15 Case notes shall record all customer service activities including but not limited to assessment, career training and planning, development of the youth's employment plan and individual service strategy, support services provided as well as justification of need for the support services, job matching, placement and follow-up.

7.5.16 Case notes shall include the monitoring and documentation of each youth's services and outcomes on an individual activity basis and on a case-by-case basis. It is not expected that all youth will be provided every allowable WIOA activity or WIOA youth element. The case manager's determination of which services are appropriate for the youth in their caseload shall be documented.

7.5.17 Sub-Grantee's shall monitor case notes on a bi-weekly basis to assure staff is entering youth activities and program events with sufficient specificity such that any new staff assigned to case manage the youth will be aware of the youth's participation and progress and will be able to take over the case.

## 7.6 Participant Incentives

7.6.1 Incentives may be offered to the youth depending upon funding availability.

- 7.6.2 Youth will be eligible to earn a performance incentive in an amount to be determined by Sub-Grantee and CSBD, each year based upon the availability of funds. Incentives shall be tied to performance attainments.
- 7.6.3 A performance incentive plan shall be submitted to the CSBD Youth Program Manager within thirty (30) days of execution of this agreement.
- 7.6.4 Incentive or other payments to students shall be issued by the CSBD Fiscal Department.
- 7.7 Participant Time, Data Entry, File Maintenance, Attendance, and Wages
  - 7.7.1 If work experience/internship payments are to be made to the youth, CSBD shall inform Sub-Grantee of the payment date and amount. Sub-Grantee shall be responsible for keeping verified time and attendance documentation and for coordinating payroll distribution with the CSBD Finance Department staff.
  - 7.7.2 Sub-Grantee will be responsible for monitoring and making sure that students fill out time sheets for days daily. Sub-Grantee staff must approve and co-sign participant time sheets before submitting them to CSBD.
  - 7.7.3 Sub-Grantee shall assure that individuals approving time sheets are not responsible for the distribution of any youth payments.
  - 7.7.4 Youth who receive payments will be paid one (1) week in arrears and shall be paid biweekly. Time and attendance documentation shall be submitted to CSBD by Tuesday at 10:00 A.M. of the pay week in order for CSBD to generate the participant payroll. Payroll for youth in Sub-Grantee's programs shall be processed in accordance with the procedure agreed to between CSBD and Sub-Grantee.
  - 7.7.5 Youth who receive a work experience payment from CSBD will not be paid for holidays, overtime, leave time, vacation time, sick time, or other leave. Youth must not work on holidays. Time sheets must be monitored to assure that pay is only requested for allowable time actually worked. All other time worked will be the responsibility of the Sub-Grantee. Students may not make up vacation, holiday, or sick time hours.
  - 7.7.6 Sub-Grantee shall use tickler dates prior to the future critical dates to assure data entry occurs on or before the effective dates. Staff shall enter case notes into EF within three (3) days of a recordable event and ensure that case files are properly maintained. All case files will be routinely reviewed to assure that they are accurate, complete and up to date. Checklists must be put in place to verify that all essential information is in the case file.

- 7.7.7 Mistakes made in reporting student information will be corrected in compliance with state guidelines. If the mistake is not correctable internally or on the state level, they will be documented with a case note to assure a clear audit trail.
- 7.7.8 Sub-Grantee shall maintain only one (1) file for each youth in accordance with the structure in DMS.
- 7.7.9 Documents to be maintained / scanned into the CSBD data management system (DMS) include:
- a. Eligibility documents including, picture ID, social security card, family income when required, documentation of barrier when required, public assistance when required, selective service for all males, school status, citizenship, and assessment which must all be part of each youth's participant file.
  - b. Teacher case notes, referral forms, transportation vouchers, progress reports, financial aid reports, monthly evaluations, timesheets, pre and post-tests, all of which should be entered into EF and shall be maintained in the youth file.
  - c. All case notes should reflect the activity, program and services provided to the youth.
  - d. WIOA Career Plan/ISS.
  - e. Career Pathways Plan.
  - f. Employment Verification Forms, Employer Contact Forms.
- 7.7.10 Sub-Grantee shall maintain a separation of duties so that staff assigning youth to worksites shall not be same as staff approving participant time and attendance. Staff who collects time and attendance documentation may not be the same staff as those approving/certifying participant time and attendance.

## 7.8 Program Staffing

- 7.8.1 Sub-Grantee shall hire the requisite staff necessary to meet the project objectives and in accordance with the budget attached as Exhibit A.
- 7.8.2 Program staff will possess Florida Department of Education Teacher Certification or a similar certification in counseling, or social work.



- 7.8.3 All teacher facilitators funded under this Agreement shall be assigned a caseload. The caseload shall be evenly distributed among the facilitator teachers hired under this Agreement.
- 7.8.4 All staff hired shall meet the hiring requirements and clearance procedures of the School Board of Broward County, Florida.
- 7.8.5 Sub-Grantee shall hire staff in a timely manner in order to assure that the program is fully staffed at the inception of the program. Sub-Grantee shall ensure that positions that become vacant during the program year are advertised and filled within forty-five (45) days of the vacancy occurring to assure the case manager to caseload ratio remains constant. The filling of vacancies for positions funded by this Agreement shall not be affected by hiring freezes applicable to other staff positions.
- 7.8.6 The Director of CTACE will provide oversight and guidance to the program coordinators.
- 7.8.7 Program staff shall be state certified and/or trained in all assessments or curriculum provided to students.
- 7.8.8 Sub-Grantee shall provide a copy of the Agreement work statement to all program staff and a copy of the Agreement fiscal requirements to all fiscal staff. Sub-Grantee shall require all staff to sign a statement indicating that they have received the applicable sections of the Agreement and have reviewed and understand the Agreement objectives and requirements.

## 7.9 General Program Requirements

### 7.9.1 Testimonials and Success Stories

- a. Sub-grant recipient shall provide CSBD with 1 testimonial or success story each quarter. The stories shall be related to program participants who have successfully completed the program and entered employment, post-secondary education, or the military.
- b. The success story shall include:
  - i. Any challenges or barriers the youth had to overcome to successfully complete the program.
  - ii. Support services received the helped the youth to participate in the program.
  - iii. The activities in which the youth participated to reach their goals such

as but not limited to GED training, occupational skills training, work experience, employability skills, tutoring, financial literacy training, and counseling.

- iv. Factors that played a role in the youth's success.
- v. A recommendation, if the youth agrees to be shared with other youth to seek out CSBD for training and employment assistance.
- vi. Any benefits realized by the youth and their family as a result of participating in the program
- vii. A picture or video of the youth at work, in their cap and gown, or with their certificate.
- viii. A signed release using the CSBD Testimonial Form: <https://ext.careersourcebroward.com/testimonials/Uploadfiles.aspx>

7.9.2 Sub-Grantee training facilities shall be visually and acoustically appropriate for learning and which makes use of space in a manner that facilitates the on-going activities of the instructional program.

7.9.3 Youth enrolled under this Agreement shall be adequately supervised during training hours and be provided with safe training conditions, which at a minimum, shall conform to the health and safety regulations established by the State of Florida.

7.9.4 If disclosure of youth records is requested by the public, the confidentiality standards of Federal, State of Florida and WIOA laws and requirements pertaining to participant records shall apply.

7.9.5 All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this Agreement may be used for contributions on behalf of any trainee to retirement systems or plans.

7.9.6 All program sites shall be accessible to people with disabilities.

7.9.7 Self-Monitoring

- a. Sub-Grantee shall develop a protocol and process for self-monitoring their fiscal and program operations and deliverables under this Agreement. Sub-Grantee shall conduct monthly monitoring of its program in accordance with a schedule approved by their CSBD Youth

Program Manager. Sub-Grantee shall submit their monitoring schedule to their CSBD Program Manager by August 31, of each year this contract is in effect. Sub-Grantee shall monitor files utilizing the monitoring tool provided to them by the Youth Program Manager.

- b. Program fiscal and operational records shall be monitored and maintained through The School Board of Broward County, Florida's grant office and the CTACE department. Sub-Grantee shall prepare a monthly fiscal report. This fiscal report will be reviewed by the appropriate CTACE staff and shared with CSBD.
- c. Within five (5) business days following the completion of the self-monitoring protocol, Sub-Grantee shall submit a copy of any findings identified and the proposed corrective action to their CSBD Youth Program Manager who shall respond with respect to acceptance of the proposed corrective action or shall provide Sub-Grantee with additional instructions resolution of any findings.
- d. The Self-Monitoring required by this Agreement shall be in addition to the monitoring conducted by the CSBD Youth Program Manager, or the CSBD external monitors. Self-monitoring shall include a one hundred percent (100%) file review. The completion of the file review shall be coordinated to occur thirty (30) days prior to the notice of the State's monitoring visit. The file review shall incorporate the current program year and the immediately preceding program year.
- e. Failure to take the requisite corrective action as a result of findings identified through monitoring shall be considered when evaluating Sub-Grantee's performance.
- f. Sub-Grantee shall use the CSBD monitoring tool and receive the CSBD Youth Program Manager's sign off prior to closing any file.

7.9.8 Sub-Grantee shall perform quarterly student customer satisfaction surveys. Copies of the surveys shall be submitted to the CSBD Youth Program Manager within thirty (30) days of completion.

7.9.9 Sub-Grantee shall measure customer satisfaction through focus groups.

## 7.10 Performance

7.10.1 Sub-Grantee shall meet the following performance with respect to the maintenance and correctness of their files:

- a. Sub-Grantee is responsible for implementing a self-monitoring

protocol.

- b. Sub-Grantee shall make all corrective actions, as a result of findings identified by (1) Sub-Grantee through their own required self-monitoring, (2) the CSBD Program Manager or (3) the CSBD external monitors, including the state, within thirty (30) days of the issuance of the monitoring report. The corrective action must be accepted in writing by CSBD. Findings may not exceed five percent (5%) of the files monitored by CSBD, its external monitors or the state monitors, or of funds received, and no more than five percent (5%) of the Sub-Grantee's data entry may be untimely or incorrect as determined by the CSBD Youth Program Manager.

#### 7.10.2 Enrollment Goals - Sub-Grantee shall enroll fifty (50) youth

- a. The fifty (50) youth to be served by Sub-Grantee shall be identified and enrolled during the first semester of the school year.
- b. Youth shall be determined eligible and be provided with employability skills, citizenship, leadership and such other services as appropriate prior to their assignment to a work experience during the second semester of the school year.

#### 7.10.3 Sub-Grantee shall be required to meet all the performance elements described below to be considered as having met performance:

- a. Ninety five percent (95%) of the seniors enrolled in Sub-Grantee's program must complete high school and obtain a High School Diploma during the program year in which they are enrolled.
- a. One hundred percent (100%) of the seniors enrolled in Sub-Grantee's program must obtain measurable skills gain prior to June 30 of the program year during which they were enrolled.
- d. Ninety percent (90%) of the graduating seniors shall be placed in the military or post-secondary education or in unsubsidized employment by the second quarter after exiting the program.
- e. Ninety percent (90%) of the youth exited from the program into a post-secondary training program, must either be retained (still attending training) in the fourth (4<sup>th</sup>) quarter after exit from the program or in the alternative be employed or in the military in the fourth quarter after exit and earning the wage as described below.

- f. Sub-Grantee shall place youth in employment at a wage of up to \$15.00 an hour.

END OF ARTICLE 7

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: The School Board of Broward County, Florida signing by and through its Board Chair following BOARD approval on the 21st day of August, 2024 and CareerSource Broward signing by and through its President/CEO following GOVERNING BOARDS' action on April 25, 2024.

AS TO CAREERSOURCE BROWARD:

ATTEST:

Amber Williams

Moya Brathwaite

BY: Carol Hylton

(Signature)

CAROL HYLTON

TITLE: PRESIDENT/CEO

DATE: 07/30/2024

Approved as to form and sufficiency by  
CareerSource Broward General Counsel  
2890 West Cypress Creek Road  
Ft. Lauderdale, FL 33309

BY: \_\_\_\_\_

ROCHELLE J. DANIELS  
General Counsel

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

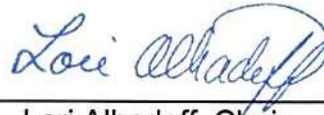
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:



Dr. Howard Hepburn  
Superintendent of Schools

By:



Lori Alhadeff, Chair


Approved as to Form and Legal Content:

**Maya  
Moore**

Digitally signed by Maya Moore  
Reason: Careersource  
Broward\_ISY\_24-25 Agreement  
Date: 2024.08.01 13:55:05 -04'00'

Office of the General Counsel


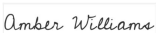
**SIGNATURE CERTIFICATE**



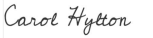
**REFERENCE NUMBER**  
E064D6A6-9A28-43AC-973C-B3C339CFA423

TRANSACTION DETAILS	DOCUMENT DETAILS
<p><b>Reference Number</b> E064D6A6-9A28-43AC-973C-B3C339CFA423</p> <p><b>Transaction Type</b> Signature Request</p> <p><b>Sent At</b> 07/30/2024 15:21 EDT</p> <p><b>Executed At</b> 07/30/2024 16:34 EDT</p> <p><b>Identity Method</b> email</p> <p><b>Distribution Method</b> email</p> <p><b>Signed Checksum</b> 31d34eca6332b2dd7a771f1c1de05375ba6f641a56e7e2bb5f79ab0794a8d792</p> <p><b>Signer Sequencing</b> Enabled</p> <p><b>Document Passcode</b> Disabled</p>	<p><b>Document Name</b> REV 5 23 24-SBBC Sub-Grant Agreement No 2024-2025-CR-WIOA-ISY-2335 MAM LEGALLY SUFFICIENT</p> <p><b>Filename</b> REV_5_23_24-SBBC_Sub-Grant_Agreement_No_2024-2025-CR-WIOA-ISY-2335_MAM_LEGALLY_SUFFICIENT.pdf</p> <p><b>Pages</b> 94 pages</p> <p><b>Content Type</b> application/pdf</p> <p><b>File Size</b> 616 KB</p> <p><b>Original Checksum</b> 74133739e46cd853399daa9016781d5d02880fa99831023f92caa2dd4b2d2277</p>

**SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b> Moya Brathwaite</p> <p><b>Email</b> mbrathwaite@careersourcebroward.com</p> <p><b>Signer Sequence</b> 2</p> <p><b>Components</b> 1</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 60c3be782be5111dc5235805f67d45f56bf3b50b6c3e69fcd4dc6b07fcc80fd7</p> <p><b>IP Address</b> 67.23.70.69</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Typed Signature</b> </p> <p><b>Signature Reference ID</b> 0BFEE516</p>	<p><b>Viewed At</b> 07/30/2024 16:33 EDT</p> <p><b>Identity Authenticated At</b> 07/30/2024 16:34 EDT</p> <p><b>Signed At</b> 07/30/2024 16:34 EDT</p>
<p><b>Name</b> Amber Williams</p> <p><b>Email</b> amwilliams@careersourcebroward.com</p> <p><b>Signer Sequence</b> 1</p> <p><b>Components</b> 1</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> d83868aeb66bf1c8f38953a1620db21846c861314c4093b8901133fb70ad239</p> <p><b>IP Address</b> 67.23.70.69</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Typed Signature</b> </p> <p><b>Signature Reference ID</b> 5681DC64</p>	<p><b>Viewed At</b> 07/30/2024 16:26 EDT</p> <p><b>Identity Authenticated At</b> 07/30/2024 16:27 EDT</p> <p><b>Signed At</b> 07/30/2024 16:27 EDT</p>



SIGNER	E-SIGNATURE	EVENTS
<b>Name</b> Carol Hylton	<b>Status</b> signed	<b>Viewed At</b> 07/30/2024 16:26 EDT
<b>Email</b> chylton@careersourcebroward.com	<b>Multi-factor Digital Fingerprint Checksum</b> 5032942c9b5cbf52194c54cca4ce2049d02f933f2e675a78c6c3c461162800ab	<b>Identity Authenticated At</b> 07/30/2024 16:26 EDT
<b>Signer Sequence</b> 0	<b>IP Address</b> 67.23.70.69	<b>Signed At</b> 07/30/2024 16:26 EDT
<b>Components</b> 2	<b>Device</b> Chrome via Windows	
	<b>Typed Signature</b> 	
	<b>Signature Reference ID</b> 43B3A3BD	

## AUDITS

TIMESTAMP	AUDIT
07/30/2024 15:21 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'REV_5_23_24-SBBC_Sub-Grant_Agreement_No_2024-2025-CR-WIOA-ISY-2335_MAM_LEGALLY_SUFFICIENT.pdf' on Chrome via Windows from 67.23.70.69.
07/30/2024 15:21 EDT	Carol Hylton (chylton@careersourcebroward.com) was emailed a link to sign.
07/30/2024 16:26 EDT	Carol Hylton (chylton@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
07/30/2024 16:26 EDT	Carol Hylton (chylton@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
07/30/2024 16:26 EDT	Carol Hylton (chylton@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.
07/30/2024 16:26 EDT	Amber Williams (amwilliams@careersourcebroward.com) was emailed a link to sign.
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07/30/2024 16:27 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) was emailed a link to sign.
07/30/2024 16:33 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
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07/30/2024 16:34 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

# EXHIBIT A

## ISY 2024-2025 BUDGET

### Administration

Reminder: Administration is limited to 4.72%

Note: Totals will automatically calculate when related cells are filled.

Line Item						TOTAL
<b>Personnel</b>						
Salaries *						0
Fringe Benefits						0
Mileage and Travel						0
Staff Incentives						0
Other (Specify)						0
<b>Total Personnel</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Non Personnel</b>						
Supplies						0
Materials						0
Books						0
Teaching Aids						0
Postage						0
Telephone						0
Maintenance						0
Printing						0
Equipment Rental						0
Equipment Purchase						0
Space Rental						0
Insurance						0
Utilities						0
** Indirect Costs	9,015	Rate of 4.72%				9,015
Audit						0
Legal						0
Accounting						0
*Profit						0
						0
Other (specify)						0
Other (specify)						0
Other (specify)						0
Other (specify)						0
<b>Total Non-Personnel</b>	<b>9,015</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,015</b>
<b>Total ADMINISTRATION</b>	<b>9,015</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9,015</b>

**EXHIBIT A**

**ISY 2024-2025 Budget  
Services**

Note: Totals will automatically calculate when related cells are filled.

<b>Line Item</b>						<b>TOTAL</b>
<b>Personnel</b>						
Salaries *	127,771					127,771
Fringe Benefits	57,438					57,438
Mileage and Travel	4,680					4,680
Staff Incentives						0
Other (Specify)						0
<b>Total Personnel</b>	<b>189,889</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>189,889</b>
<b>Non Personnel</b>						
Supplies	96					96
Materials						0
Books						0
Teaching Aids						0
Postage						0
Telephone						0
Maintenance						0
Printing						0
Equipment Rental						0
Equipment Purchase						0
Space Rental						0
Insurance						0
Utilities						0
** Indirect Costs						0
Audit						0
Legal						0
Accounting						0
*Profit						0
Admin Travel	1,000					1,000
						0
Other (specify)						0
Other (specify)						0
Other (specify)						0
<b>Total Non-Personnel</b>	<b>1,096</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,096</b>
<b>Total SERVICES</b>	<b>190,985</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>190,985</b>

# EXHIBIT A

In School Youth

## BUDGET SUMMARY

Reminder: Administration is limited to 5%

Note: Items with 0 will automatically calculate when related cells are filled.

Line Item	Annual Expense	Administration	Services
<b>Personnel</b>			
Salaries *	127,771	0	127,771
Fringe Benefits	57,438	0	57,438
Mileage and Travel	4,680	0	4,680
Other	0	0	0
Staff Incentives	0	0	0
<b>Total Personnel</b>	<b>189,889</b>	<b>0</b>	<b>189,889</b>
<b>Non Personnel</b>			
Supplies	96	0	96
Materials	0	0	0
Books	0	0	0
Teaching Aids	0	0	0
Postage	0	0	0
Telephone	0	0	0
Maintenance	0	0	0
Printing	0	0	0
Equipment Rental	0	0	0
Equipment Purchase	0	0	0
Space Rental	0	0	0
Insurance	0	0	0
Utilities	0	0	0
** Indirect Costs	9,015	9,015	0
Audit	0	0	0
Legal	0	0	0
Accounting	0	0	0
*Profit	0	0	0
Other	1,000	0	1,000
<b>Total Non- Personnel</b>	<b>10,111</b>	<b>9,015</b>	<b>1,096</b>

<b>GRAND TOTAL</b>	<b>200,000</b>
--------------------	----------------

\* Note: This page is READ ONLY. All values are based on calculation from other sheets.

# EXHIBIT A

## PERSONNEL DETAILS Salaries

ISY amount of wages requested for each cost category. Add more lines if necessary. All allocations of salary across cost categories must be supported by matching job descriptions and a cost allocation plan.

NOTE: Columns with 0 will be automatically calculated when other items are entered.

Job Title	Staff member (If known)	Total Annual Salary	% of Salary to Admin Budget	\$ to Admin Budget*	% of Salary to Services Budget**	\$ to Services Budget**	% of Salary from Other WorkForce Programs	\$ from Other WorkForce Programs	% of Salary from Other Sources of Funding***	\$ to Other Sources of Funding***	Total % (Must total 100)	Total \$
<b>EX: Case Manager</b>	<b>Jane Doe</b>	<b>\$26,000</b>	<b>10</b>	<b>\$2,600</b>	<b>50</b>	<b>\$13,000</b>	<b>10</b>	<b>\$2,600</b>	<b>30</b>	<b>\$7,800</b>	<b>100</b>	<b>\$26,000</b>
Grant Facilitator	Leah Black	\$61,351			100.00%	\$61,351					100	\$61,351
Clerk Specialist A	Lynn Kelly	\$46,420			100.00%	\$46,420					100	\$46,420
Extended Calendar: 7/1/24; 6/30/25												
Grant Facilitators Extended Calendar - 20 hours per week for summer	After Contract Hours	\$15,000			100.00%	\$15,000					100	\$15,000
Part Time Clerical 7/1/24; 6/30/25	After Contract Hours	\$5,000			100.00%	\$5,000					100	\$5,000
<b>TOTALS</b>						<b>\$127,771</b>						<b>\$127,771</b>

\*Total must match the total salaries on Administration Budget (Budget Sheet #1)

\*\*Total must match the total salaries on Services Budget (Budget Sheet #2)

\*\*\*Include all non-WorkForce One Funds



# EXHIBIT A

## BUDGET Non-Personnel Costs

### ISY

Itemize any items in your budget under the categories listed and provide cost breakdown.

Add more lines if necessary.

Note: Items with 0 will automatically calculate when related cells are filled.

Cost Category*	Item	Quantity	Unit Cost	Total Cost**
<b>EX: Equipment Purchase</b>	<b>staff desks</b>	<b>10</b>	<b>\$400</b>	<b>\$4,000</b>
<u>Supplies</u>	folders/tracking materials, classroom and office supplies to support the program	48	\$2	\$96
<u>Materials</u>				
<u>Books</u>				
<u>Teaching Aids</u>				
<u>Credential Training</u>				
<u>Telephone</u>				
<u>Maintenance</u>				
<u>Printing</u>	Student Recruitment			
<u>Equipment Rental</u>				
<u>Equipment Purchase</u>	Staff desk & Chairs			
<u>Space Rental</u>				
<u>Other</u>				
<u>Computer Equipment</u>	Laptops			
<b>Total</b>				<b>\$96</b>

## **EXHIBIT B**

### **Individual Non-Disclosure and Confidentiality Certification Form**

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information (PII) of individuals who receive public assistance, employment and unemployment insurance records maintained by the Florida Department of Economic Opportunity (DEO), made available to my employer, for the limited purpose of performing its official public duties pursuant to a Sub-grant Agreement for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include the name (or other PII), social security numbers, wage, unemployment and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my public duties associated with the program requirements set forth under contract or Sub-grant Agreement, I understand that I may be granted access to confidential data managed and controlled by entities that are not party to this agreement. Prior to receiving access to such systems, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the systems only for purposes authorized by law to secure information to conduct official program business consistent with my official public duties.
3. I will not disclose my user identification, password, or other information needed to access the systems to any party nor shall I give any other individual access to information secured.
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access the Workforce Systems or other systems to which I have been granted access, I will immediately notify the Regional Workforce Board Security Officer.
5. I will store any disclosed confidential information in a place physically secure from access by unauthorized persons.
6. I will store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
8. I will not share with anyone any other information regarding access to the Systems unless I am specifically authorized by the Agency.
9. I will not access or request access to any social security numbers, personal information, wage, employer, unemployment or employment data unless such access is necessary for the performance of my official duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such



data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.

11. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served in such a way to prevent the information from being reconstructed, copied, or used by any means.
12. I certify or affirm I have received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations or have received written standards and instructions in the handling of confidential data from my employer or the Agency. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following:
  - a) protecting the confidentiality of my user identification and password;
  - b) securing computer equipment, disks, and offices in which confidential data may be kept;
  - c) following procedures for the timely destruction or deletion of confidential data.
13. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: Christy L. Bradford

Date: January 30, 2024

Print Employee Name: Christy L. Bradford

Organization Name: The School Board of Broward County, Florida

Organization Address: 600 SE Third Avenue, Fort Lauderdale, FL 33301

Job Title: Curriculum Supervisor

Work Phone Number: 754-321-8400

Work E-Mail: christy.bradford@browardschools.com

## EXHIBIT C

### Data Sharing Sub-grant Agreement (Non-Disclosure and Confidentiality Sub-grant Agreement)

#### **I. Parties to the Sub-grant Agreement:**

CareerSource Broward and Sub-grantee.

#### **II. Terms and Conditions of Sub-grant Agreement:**

A. The parties to this Sub-grant Agreement recognize that the full participation of the Florida Department of Commerce (hereinafter, FLORIDACOMMERCE) as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Innovation and Opportunity Act (WIOA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Sub-grantee, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Sub-grantee is aware that there is a FLORIDACOMMERCE Security Officer located in a CareerSource Broward one-stop and that the Vice President of Information Technology is the local level security officers for the various workforce programs systems.

C. Sub-grantee, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Sub-grantee must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Sub-grantee's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Sub-grant Agreement to CareerSource Broward.

D. Sub-grantee shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Sub-grantee will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Sub-grantee will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit J. These forms shall be submitted to CareerSource Broward. Sub-grantee shall be responsible for ensuring that CareerSource Broward is notified when employees are terminated or are no longer in need of system access so that CareerSource Broward can terminate the access and thereby protect the security of the system and the data.

F. Sub-grantee agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

**III. Exchange of Information between the Parties:**

All information necessary to execute the terms of this Sub-grant Agreement will be exchanged between the parties to this Sub-grant Agreement.

**IV. Confidentiality and Public Access:**

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Sub-grant Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Sub-grantee, subcontractors and their employees may obtain access to information that is otherwise confidential, however, that access does not alter the confidential nature of the information. It is incumbent upon Sub-grantee, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Sub-grant Agreement by parties other than those specified in this Sub-grant Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas FLORIDACOMMERCE FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the FLORIDACOMMERCE Intranet.

**V. Indemnity:**

Sub-grantee is an independent contractor and shall carry out, exercise and execute its duties under this Sub-grant Agreement as an independent contractor. In discharging said duties and responsibilities, Sub-grantee shall exercise due

and responsible care and shall comply with all assurances contained herein. Sub-grantee agrees to defend, indemnify, and hold CareerSource Broward, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Sub-grant Agreement.

**VI. Termination of the Sub-grant Agreement:**

This Sub-grant Agreement may be terminated upon failure of either party to abide by the terms of the Sub-grant Agreement or for the convenience of the parties, within thirty days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Sub-grant Agreement. The availability of funds shall be solely determined by CareerSource Broward.

**VII. Effective Dates of Sub-grant Agreement:**

This Sub-grant Agreement will be in effect upon the last date of the signature of all parties.

**SIGNATURES**

*In witness whereof, the parties have here unto set their hands and seals the day and year set forth.*

**Sub-grantee**

**Name of Sub-grantee:**

---

**Name of President or Chief Officer or Chair:** Dr. Howard Hepburn

**(Signature)**  \_\_\_\_\_

**(Title)** Superintendent of Schools

**(Date)** 8/23/24

**ACCEPTED BY CareerSource Broward:**

**Name of President/CEO:** Carol Hylton

**(Signature)**  \_\_\_\_\_

**(Title)** President/CEO

**(Date)** 9-4-24

## **EXHIBIT D ASSURANCES AND CERTIFICATIONS**

By executing the foregoing contract, contractor or sub-recipient 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 identified by the DOL as of September 30, 2020 at: <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-goods>.

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/officesl](http://www.fvvs.Rov/officesl)).

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 2024–2025-CR-WIOA-ISY-2335



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. '1 352.

ii. Hatch Act

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

jj. Equal Employment Opportunity

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

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

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

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

kk. Environmental Standards

Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

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.

**EXHIBIT E**  
**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

8/23/24  
\_\_\_\_\_  
Date

Superintendent of Schools  
Print Name and Title of Authorized Representative

## EXHIBIT F

### 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 checks "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.
10.
  - (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).
11. 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.
12. 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.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. 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.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. 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 1<sup>st</sup> tier. Sub awards<sup>1</sup>

1. Type of Federal Action: \_\_\_\_\_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance

2. Status of Federal Action:  
a. bid/offer/application  
b. initial award  
c. post-award

3. Report Type: \_\_\_\_\_  
a. initial filing  
b. material change  
For Material Change Only  
year \_\_\_\_\_ quarter \_\_\_\_\_  
date of last report \_\_\_\_\_

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

b. Individuals Performing Services (including address if different from No. 10a.)  
(If individual, last name, first name, MI)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):

\_\_\_\_\_ actual \_\_\_\_\_ planned \_\_\_\_\_

---

12. Form of Payment (check all that apply):

a. cash  
b. In-kind, specify: nature \_\_\_\_\_  
value \_\_\_\_\_

a. retainer  
b. one-time fee  
c. commission  
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. **N/A**

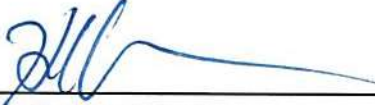
<sup>2</sup> (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: \_\_\_\_\_ YES **X** NO

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

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.<sup>3</sup>

Signature



Print Name Dr. Howard Hepburn

Title Superintendent of Schools

Telephone Number 754-321-2600

Date 6/23/24

**EXHIBIT G**

**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 of 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 subrecipients 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.

The School Board of Broward County, Florida	In-School Youth
Grantee/Contractor/Organization	Program/Title

Dr. Howard Hepburn, Superintendent of Schools

Name of Certifying Official	Date
Print Name and Sign <u>Howard Hepburn</u>	

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

**EXHIBIT H**  
**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

8/23/24  
Date

Dr. Howard Hepburn, Superintendent of Schools  
Print Name

## EXHIBIT I

### 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.



\_\_\_\_\_  
Signature and Date

Dr. Howard Hepburn

\_\_\_\_\_  
Printed Name

Superintendent of Schools

\_\_\_\_\_  
Title

The School Board of Broward County, Florida

Organization