

AGREEMENT NO. 2019-2020-CR-ISY-PA-2335

(PROGRAM YEAR 2019-2020)

BETWEEN

CAREERSOURCE BROWARD

AND

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

THIS SUB-GRANT AGREEMENT NO. 2019-2020-CR-ISY-PA-2335, entered into the ___ day of _____, 2019 by and between CAREERSOURCE BROWARD hereinafter referred to as CSBD, the administrative entity and fiscal agent for the CareerSource Broward Council of Elected Officials and the Broward Workforce Development Board, Inc. 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 Sub-grant Agreement is executed by the parties.

WITNESSETH THAT:

WHEREAS, CSBD was awarded a grant from CareerSource Florida to provide work experiences to in school youth enrolled in pre-apprenticeship training in the construction trades in partnership with the School Board of Broward County, Sub-grantee; and,

WHEREAS, CSBD identified additional funds awarded under a previous FATES grant which were unexpended and CareerSource Florida approved the transfer of funds in support of additional work experience opportunities to in-school and out of school youth in pre-apprenticeship and apprenticeship pathways in partnership with Sub-grantee; and

WHEREAS, at their meeting on April 25, 2019, the CSBD governing boards approved an award of funds to SUB-GRANTEE to provide these services under the Workforce Innovation and Opportunity Act of 2014; (WIOA 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128); and,

WHEREAS, CSBD wishes to enter into a Sub-grant Agreement with Sub-grantee to serve in-school and out-of-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 program 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, including such matters as the requirements for a written apprenticeship Sub-grant Agreement.

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, the individual has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or

(b) who is a youth or adult, that the individual is unable to compute or solve problems, or 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

Refers to the provision of a client-centered approach in the delivery of services, designed to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce activities and supportive services, and to provide job and career counseling during program participation and after job placement.

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 is 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

Any 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 including the upgrading of basic skills or the delivery of work readiness skills.

2.14 The Code of Federal Regulations

Also referred to as CFR. It is where regulations applicable to a federal grant programs 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 and published by the State 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 DEO

The State of Florida Department of Economic Opportunity.

2.23 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) (I) is eligible for or has exhausted entitlement to unemployment compensation; or

(II) 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.

2.24 D.O.T. Codes

The nine digit Dictionary of Occupational Titles code for a job or occupational title. It is available at the CSBD offices or the public library.

2.25 Eligible or Eligibility

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

2.26 Eligible Training Providers List (ETPL)

This is a list of training institutions compiled pursuant to WIOA requirements approved by the CSBD governing boards for the purpose of making a referral of a participant for training.

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 was a participant in a program funded under this Agreement who may still be receiving support or follow up services but 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.

2.29 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 under this Sub-grant

Agreement. 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 Exhibit 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.

2.30 Governor

The Chief Executive Officer of the State of Florida.

2.31 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.

2.32 Individual Training Account (ITA)

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

2.33 Industry Based Training

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

2.34 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 and who has not yet reached the age of 24.

2.35 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
 - g. family whose income does not meet this requirement.

2.36 Lower Living Standard Income Level

Means that 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.

2.37 Occupational Training

Training defined by using the first three digits of the Dictionary of Occupational Titles (DOT) code for the occupation for which participant is being trained or a five-digit code as defined by the OES.

2.38 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.

2.39 OJT

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

2.40 Out of School Youth (OSY)

An individual eligible for WIOA services, and for CSBD programs who is 17 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.

2.41 Participant

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

2.42 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.

2.43 PELL Grant

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

2.44 Post Secondary Institution

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

2.45 Pre Test and Post Test

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

2.46 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.

2.47 Program

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

2.48 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.

2.49 Program Year

The program year is July 1 to June 30.

2.50 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.

2.51 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.

2.52 Service Provider

Also referred to as the sub-recipient, sub-grantee provider or contractor.

2.53 Slot

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

2.54 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 report or audit. These must be reported as uncharged program costs under a contract awarded and must have been allowable under the grant regulations for the program under which they are proposed. They are subject to verification through audit and must be reported in order to be considered. 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.

2.55 Sub-grantee

The School Board of Broward County, Florida.

2.56 Support

Personnel and non-personnel costs for services such as transportation, child care, 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.

2.57 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.

2.58 The United States Department of Labor.

Also referred to as DOL or U.S. DOL.

2.59 The Workforce Innovation and Opportunity Act of 2014

Also referred to as the WIOA.

2.60 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. 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 de-obligation of contracted funds.

2.61 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 entity 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 contracted for herein are funds granted to CSBD from the State of Florida under WIOA and are not from funding sources of any member of the CSBD Consortium of Elected Officials.

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, the State DEO and 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 total funds allocated for the program to be operated under this Sub-grant Agreement shall be One Hundred Fifty-One Thousand Seven Hundred Twenty-Eight Dollars (\$151,728.00) in accordance with the budget attached hereto as Exhibit A, for the programs and services to be delivered for the period July 1, 2019 through June 30, 2020.

- 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

Funds will be made available to the Sub-grantee by CSBD on a reimbursable 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. Funds awarded under this Sub-grant Agreement or an amendment to this Sub-grant Agreement shall also be limited to:

- a. The operation of the program described and in accordance with the terms and conditions set forth herein; and
- b. The period for performance as stipulated in the introductory clause of this Sub-grant Agreement or as it may be amended.
- c. 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 Exhibit A. The detail for 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.
- d. Funds may not be transferred between funding streams, line items and cost categories within the budget without a written and executed contract amendment.

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

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 the like. 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 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 reserves the right to adjust the outflow of funds more or less than originally anticipated up to the total amount of funds allocated to Sub-grantee. 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 whatsoever to complete or otherwise continue the Program.

- c. Sub-grantee 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 the OPM.gov website (<http://www.opm.gov/policy-data-oversight/payleave/salaries-wages/2016/executive-senior-level>) and USDOL Training and Employment Guidance Letter No. 5-06

3.5 Method of Payment

3.5.1 Invoicing

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. 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. The invoice must be accompanied by all documentation necessary to substantiate the expenses for which Sub-grantee is seeking reimbursement, including but not limited to employee time sheets, copies of payroll records, participant attendance records and time sheets, participant payroll records, if applicable, participant case notes, participant progress reports and competency tests, purchasing records, copies of leases and utility bills and any other documentation necessary to support a financial transaction for which contractor is seeking reimbursement. 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. Accuracy and timeliness of the invoices shall be a factor in recommendations made to the CSBD governing boards.

3.5.2 Time for Submission of Invoices

Invoices must be submitted no later than fifteen (15) days following the end of the month for which Sub-grantee is seeking reimbursement. 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.

3.5.3 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.

3.5.4 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.

3.5.5 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.
- b. For staff payroll reimbursement requests, Sub-grantees who do not have certified payroll systems in which the payroll register is supported by time sheets must establish a sign-in system and submit time sheets. Time sheets shall reflect time allocated across cost categories, contracts or other activities, whether paid for by CSBD or not.
- c. Sub-grantee must submit copies of the front and back of cancelled checks where applicable of a copy of the electronic payment to substantiate 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.

3.5.6 Credits

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 overpayment to CSBD and shall be responsible for returning

the funds to CSBD. 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.

3.5.7 Changes to the Budget

Any change to the budget requires the submission in writing by the Sub-grantee and approval by CSBD of a Sub-grant Agreement Amendment Request and the execution of an amendment.

3.5.8 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

Sub-grantee agrees to adhere to the following procurement procedures when obtaining any and all goods and services, contractual services, including but not limited to, office supplies, training supplies, equipment, rental Sub-grant Agreements, insurance, construction, maintenance, professional and consultant services, as needed to carry out the terms of this Sub-grant Agreement.

- a. Procurements with an aggregate cost of ten thousand dollars (\$10,000.00) or less may be considered a micro small purchase and shall not require any formal procurement. If Sub-grantee does request telephone or written quotes Sub-grantee shall keep a record of the entities contacted and shall record the quotes received. Sub-grantee shall submit such documentation when seeking reimbursement for this expenditure and shall maintain a record of the procurement and the receipt and payment of the goods or services.
- b. For procurements with an aggregate cost of five thousand and one dollars (\$10,001.00) up to two hundred and fifty dollars (\$250,000.00), Sub-grantee shall secure three (3) written quotes, and shall purchase the item(s) based upon the lowest responsive quote received. Sub-grantee shall submit a copy of the written quotes when seeking reimbursement for this expenditure and shall maintain a record of the procurement and the receipt and payment of the goods or services.
- c. For procurements with an aggregate cost of two hundred and fifty thousand dollars (\$250,000.00), or more Sub-grantee shall publicly advertise and competitively procure such items, and shall purchase the item(s) based upon the lowest responsive bid received. Sub-grantee shall submit a copy of the advertised notice seeking bids and a copy of all bids received when seeking

reimbursement for this expenditure and shall maintain a record of the procurement and the receipt and payment of the goods or services.

- d. Sub-grantee shall secure CSBD's written approval for the purchase of items not included in Sub-grantee's budget.
- e. 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 has developed a purchasing system, which it wishes to utilize in place of the system outlined above in Article 3, Section 3.7.2, Sub-grantee shall submit a copy of its Purchasing Procedures to the CSBD President/CEO and shall request a formal waiver of the purchasing system described herein. The request will be reviewed and a formal reply by the President/CEO approving or disapproving the procedures will be issued within thirty (30) days following receipt of the request. Approval will be granted so long as Sub-grantee's purchasing requirements meet the minimum standards established by the State of Florida for programs operated under the WIOA.

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, CSBD shall provide Sub-grantee with inventory tag numbers for property purchased with funds granted to Sub-grantee under this Sub-grant Agreement which tags Sub-grantee shall attach 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 loss payee 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 agrees to return to CSBD all property purchased with funds under this Sub-grant Agreement or any amendment hereto except where Sub-grantee and CSBD agree that Sub-grantee may continue to utilize such property for another WIOA, WTP or other grant funded activity. Any such Sub-grant Agreement must be in writing and signed by CSBD's President/CEO.

- 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 The 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 standards and requirements established under CSBD's formal Request for Proposal Process and the Request for Proposals Response document, attached hereto as Exhibit J and 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.
- c. Sub-grantee agrees to provide CSBD and participants referred to Sub-grantee with the program and services described in Sub-grantee's response to the CSBD Request for Proposals.

4.2 Political Activity

4.2.1 Application of the Hatch Act

None of the funds or services under this Sub-grant Agreement provided by a federal agency, the Governor, or CSBD to the Sub-grantee 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 in the offices of elected officials.

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 Lumsford Act

In accordance with Sub-Grantee and State of Florida, requirements CSBD agrees to comply with the Jessica Lumsford 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:

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

Sub-grantee shall assure that 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.

4.5 Grievances and Grievance Procedures

4.5.1 Sub-grantee agrees to provide program participant's access to the CSBD grievance procedures for participants in CSBD funded programs 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 Vice President of Communications and Business Relations. All media outreach efforts regarding CSBD funded programs must be done in conjunction with the CSBD Vice President of Communications and Business Relations and must be coordinated with and approved by the CSBD Vice President of Communications and Business Relations.
- 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 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 to CSBD at its office at 2809 Cypress Creek Boulevard, 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 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 D.

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 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 Non-Construction Program
- 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 K - 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

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 for any reason either the federal government or the State of Florida fails to provide CSBD the Grant, 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 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 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

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

- d. 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
- e. 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 with CSBD a request in writing 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

The prevailing party shall have the right to collect from the other party its reasonable attorney's fees and court costs incurred in enforcing this Agreement.

4.13 Maintenance of Effort

4.13.1 Prohibition Against Displacement

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

4.13.2 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.

4.13.3 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 WIOA or paid for with WIOA funds.

4.13.4 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 under the Act 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 in or to a position with the contractor's organization a member of that individual's immediate family.

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 Act 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 of such 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 the 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 a program to be funded under this Sub-grant Agreement would be inconsistent with the terms of a collective bargaining Sub-grant 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 Sub-grant Agreement 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 2.51, 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 contractor 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. In any event, program income may only be used for allowable activities and costs. In the event that income shall be added to contractor's budget in accordance with the amendment provisions under this Sub-grant Agreement, it shall be accounted for in accordance with the terms and conditions governing all funds awarded under this Sub-grant Agreement.

4.22 Insurance and Bonding

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.

4.22.1 Third Party Liability

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

4.22.2 Fidelity Bond

Sub-grantee shall secure Fidelity Insurance to provide coverage for the amount awarded under this contract or in the event that Sub-grantee has several contracts with CSBD, for the total amount of funding awarded to Sub-grantee under all the Sub-grant Agreements for the same contract period. The policy shall name the officers, directors and those employees in positions allowing for access to or control of program funds provided for by 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.

4.22.3 Property Damage

Sub-grantee shall maintain property damage insurance in an amount not less than one hundred thousand dollars (\$100,000.00) for damage on account of any one (1) accident and in an amount not less than fifty thousand dollars (\$50,000.00) for damages on account of all accidents.

4.22.4 Non-Owner Coverage

Sub-grantee shall maintain non-owner vehicle insurance coverage and shall name CSBD Employment Solutions as an additional insured.

4.22.5 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.

4.22.6 Certificates of Insurance

The Sub-grantee shall make available to CSBD upon request, Certificates of Insurance and Bonding prior to commencing any operations under this Sub-grant Agreement with such certificates clearly indicating that the Sub-grantee has obtained insurance and bonding in the amounts, type and classifications specified in this section and naming CSBD Employment Solutions as an additional insured as required under section 4.22.7 below.

4.22.7 Addition of CSBD Employment Solutions as a Named Insured

All insurance coverage required by CSBD Employment Solutions under this Sub-grant Agreement shall cite CSBD Employment Solutions as an additional insured under the policy. In the event the policy is cancelled CSBD Employment Solutions shall have the right to cancel this Sub-grant Agreement.

4.22.8 Failure to Maintain Insurance

Sub-grantee shall not cancel, materially change, or not renew insurance coverages affecting this contract before final payment by CSBD is made to the Sub-grantee. Sub-grantee shall notify CSBD in writing, of any material reduction or exhaustion of aggregate limits. Any exposure realized as a result of being underinsured will be covered by the Sub-grantee with non-federal funds. Failure to maintain the insurance coverages required herein, may result in termination of the contract.

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 Liability 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.

4.25 Rights and Remedies Not Waived

No payment by CSBD to Sub-grantee shall be construed as a waiver by CSBD of any breach or default of Sub-grantee in the performance of any condition of this Sub-grant Agreement or amendment hereto; nor shall such payment impair or prejudice any right of CSBD with respect to such breach or default; nor shall any assent by CSBD express or implied, to such breach or default, be construed as assent to any succeeding breach or default.

4.26 Conflict of Interest

4.29.2 Sub-grant Agreement asserts and assures 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.

4.26.2 Sub-grantee asserts and assures that it is in compliance with the WIOA and other federal and state applicable conflict of interest restrictions.

4.26.3 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 within CSBD's own Code of Conduct.

4.26.4 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.

4.26.5 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.

4.26.6 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.

4.27 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.

4.28 Contracts in Excess of One Hundred Thousand Dollars (\$100,000.00)

To the extent this contract is funded in excess of one hundred thousand dollars (\$100,000.00) of funds made available from the federal government the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871).[53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

4.29 Representation Regarding Quality

4.29.1 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.

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

4.29.3 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.

4.30 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.

4.31 Health Insurance Requirements

4.29.2 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.

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

END OF ARTICLE 4

ARTICLE 5

PROGRAM REQUIREMENTS

5.1 Monitoring

5.1.1 Sub-grantee's Responsibility

The Sub-grantee shall have the administrative responsibility for developing, overseeing, and monitoring the program they have agreed to deliver as described in this Sub-grant Agreement. This includes, but is not limited to, participant time and attendance; verification of documents and reports prepared and/or submitted to CSBD by Sub-grantee, and participant progress reports.

- a. Sub-grantee shall develop a protocol and process for self-monitoring their fiscal, program operations and deliverables under this Sub-grant Agreement. Self-monitoring shall include validation of Sub-grantee's data entry. Sub-grantee shall conduct a monitoring of its program at a minimum every other month or in accordance with a schedule approved by their CSBD Program Manager. Sub-grantee shall submit their monitoring schedule to their CSBD Program Manager by July 10 of each program year that this Sub-grant Agreement is in effect.
- b. Within five (5) business days following the completion of the self-monitoring protocol Sub-grantee shall submit a copy of their monitoring report which shall include any findings identified and Sub-grantee's proposed corrective action to their CSBD Program Manager. The CSBD Program Manager shall inform Sub-grantee in writing regarding acceptance of the proposed corrective action or shall provide Sub-grantee with additional instructions on resolving any of the findings.
- c. The Self-Monitoring required by this Sub-grant Agreement shall be in addition to the monitoring conducted by the CSBD Program Manager, or the CSBD external monitors. Self-monitoring shall include a one hundred percent (100%) file review each year this contract is in effect. The file review shall be coordinated to occur thirty days prior to the notice of the State's annual monitoring visit. The file review shall incorporate the current program year and the immediately preceding program year.
- d. Failure to take the requisite corrective action as a result of findings identified by Sub-grantee's internal monitoring unit, or findings identified by the State, or CSBD Program Managers or the CSBD external monitors, within thirty (30) days following the month in which the finding is identified and reported to Sub-

grantee, may result in a determination that Sub-grantee has failed to meet a performance element as described in Article 7. Failure to meet the performance element related to corrective action of monitoring findings may result in a recommendation not to renew this Sub-grant Agreement or non-payment of that amount of the performance holdout related to required corrective action of monitoring findings.

5.1.2 Sub-grantee's responsibility notwithstanding, CSBD, the State, the federal government or any of their designated representatives shall have the right to monitor contractor's program, and staff, perform qualitative reviews and otherwise assess Sub-grantee's program.

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 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, the Comptroller, General of the United States, the federal government and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews, investigation, survey or examination, even though, the Sub-grantee may at the time of the request no longer be operating programs for CSBD or be a Sub-grantee of CSBD.
- c. Sub-grantee must make all records described in this Sub-grant Agreement available to CSBD, the State or the Federal government in Broward County, Florida.
- d. 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 the 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.

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 deobligate 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 five hundred thousand dollars (\$500,000.00) or more in any fiscal year. The audit shall be conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and in compliance with State of Florida requirements, and Federal Office of Management and Budget Circular A-133. 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 the guidelines established by OMB Circular A-133, as revised.
- 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 with reference to the CSBD contract involved.

5.6.2 Commercial Entities Requirement to Audit

Commercial organizations receiving in excess of five hundred thousand dollars (\$500,000.00) a year in the aggregate of federal grant funds, whether from CSBD or other funding sources, shall conduct a program specific independent financial and compliance audit in accordance with GAAS, or an organization wide audit conducted in accordance with OMB Circular A-133 that includes the federal funds received and the program conducted, within its scope. Reference 20 C.F.R. Part 667.200 (b)(2)(ii) and 45 C.F.R., Part 74.26 as they apply to WIOA and WTP funds.

5.6.3 Reimbursement for Audit Expense

Sub-grantee agrees that although funds might be allocated in their budgets 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 five hundred thousand dollars (\$500,000.00).

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 the appropriate 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 title, cost category, and 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. In the event of the voluntary or involuntary termination of this Sub-grant Agreement for any reason as described in this Sub-grant Agreement Sub-grantee shall allow CSBD to arrange for an immediate audit of Sub-grantee's organization. CSBD may also request that 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.
- c. Notice required by this section shall be in writing and in accordance with the Notice provisions contained herein.
- d. 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.
- e. Upon termination of this Sub-grant Agreement for any reason or upon the dissolution of Sub-grantee's organization whether voluntary or involuntary 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.

- a. 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.
- b. Sub-grantee shall not make expenditures or otherwise encumber funds prior to execution of a formal amendment.

- c. 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 15th 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.

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 work, or invention developed in whole or in part with contract funds.
- b. Sub-grantee agrees that CSBD, the State, and the federal government shall have a royalty free and non-exclusive and irrevocable license to reproduce, publish, or otherwise use the copyright or patent or rights in data for any copyright, patent or rights in data that Sub-grantee purchases with contract funds.
- c. CSBD may utilize products as described in paragraphs "a" and "b" above in conjunction with fee for service activities developed or operated by CSBD.

- d. 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.
- e. 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

- a. Sub-grantee Records are subject to the Florida Public Records Law, Section 119.07, Florida Statutes. 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.
- b. Sub-grantee acknowledges that their employees and employees of DEO 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 sections 443.171(5) and 443.1715, Florida Statutes.

- c. 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 section 414.295, Florida Statutes and shall assure that safeguards are in place to protect the disclosure of such records.
- d. 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 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 Vice President of Operations. A copy of the certification statement is attached as Exhibit B, and Sub-grantee shall execute the Data Sharing Sub-grant Agreement (Non-Disclosure and Confidentiality Sub-grant Agreement), attached hereto as Exhibit C.
 - c. Abide by all present and future directives and Agency policies issued in accordance with state and federal laws pertaining to workforce program and grants, privacy requirements and data confidentiality. Official requests for information shall be handled in accordance with 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 DEO Intranet.
 - d. Abide by data security measures imposed by the Department of Children and Families, the Agency 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 sections 443.171(5) and 443.1715, F.S., 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 DEO, 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.
- e. Special Confidentiality Requirements Applicable to Agreements with the School Board of Broward County, Florida (SBBC)
 - i. CSBD and BCPS 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 SBBC 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;
 - vi. Notify SBBC 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, 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 SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
- f. The purposes of the disclosure of education records are as follows:
- i. To confirm eligibility for the WIOA program
 - ii. For students to be paid for Work Experience
 - iii. To provide transportation for worksite/GED location
 - iv. To monitor student files for compliance
- g. Sub-grantee will provide CSBD with the following education records and will input these records into the CSBD DMS and EF.
- i. Participant Social Security / Permanent Resident / or GreenCard
 - ii. Participant Birth Certificate
 - iii. Participant Picture ID (DMV or school ID)
 - iv. Participant Proof of Home Address
 - v. Participant Social Security Privacy Act Statement
 - vi. Participant Youth Participant Acknowledgement
 - vii. Participant Contract
 - viii. Participant W-4
 - ix. Participant I-9
 - x. Participant Citibank Authorization Form
 - xi. Participant Application

- xii. Participant Transportation Request Documentation
- xiii. Participant Request for Release of Information
- xiv. Participant Pre and Post TABE Test Scores
- xv. Participant Proof of GED attainment
- xvi. Participant Grievance Procedure
- xvii. Participant Objective Assessment
- xviii. Participant Media Release
- xix. Participant Department of Economic Disclosure
- xx. Participant Employment Verification
- xxi. Participant Time Sheets
- xxii. Participant Training Plan
- xxiii. Participant Request for Bus Pass
- xxiv. Participant Case Management Notes

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

5.12 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.

5.13 Drug Free Workplace

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

5.13.2 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.

5.13.3 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.

5.14 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.

5.15 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.

5.16 Sub-grant Agreement Term

5.16.1 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, 2020. The term of this Sub-grant Agreement may be extended for one-year periods. If provider is meeting performance, CSBD may renew the contract for an additional four one-year terms. However, renewal will be at the option of the CSBD governing boards. The continuation of this Sub-grant Agreement beyond the end of any program year shall be subject to performance as defined in this Sub-grant Agreement, and the appropriation and availability of funds as described in this Sub-grant Agreement.

5.16.2 In the event of an extension of this Sub-grant Agreement performance and costs will be re-negotiated at the beginning of each new program year.

5.16.3 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 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 home numbers. 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 an individual as a liaison in the case of an emergency.
- b. The individual 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 public.
- 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.

END OF ARTICLE 6

ARTICLE 7

SCOPE OF WORK

7.1 Program Description

The purpose of the program funded under this Agreement is to provide up to eighty (80) WIOA eligible youth of which a minimum of twelve (12) must be in-school youth (ISY) who are high school juniors and seniors between the ages of 16 – 19, and out of school (OSY) youth aged sixteen (16) – who have not yet reached their twenty-fourth (24) birthday and who are in pre-apprenticeship and apprenticeship programs a work experience in their selected occupational area.

7.2 Recruitment

7.2.1 Up to Eighty (80) youth are to be recruited and enrolled in this program and shall be from the pre-apprenticeship and apprenticeship programs operated by the Sub-grantee. A minimum of twelve (12) of the eighty (80) youth to be enrolled shall be recruited from pre apprenticeship programs and given a work experience in the construction trades.

7.2.2 Youth recruited must meet WIOA eligibility criteria.

7.3 Participant Certification, Assessment and Development of the Individual Service Strategy

7.3.1 Determination of ISY / OSY status

Sub-grantee shall determine OSY eligibility as described below and found in WIOA sec. 129 (a)(1)(b). An OSY for purposes of this sub-grant agreement is an individual who is:

- a. A minimum of 12 ISY must be enrolled in the program. The balance of the youth may be ISY or OSY but must be participating in a pre-apprenticeship or apprenticeship course of training.
- b. Sub-grantee must determine ISY/OSY status prior to determining eligibility.
- c. School status must be based on status at the time eligibility determination is made.

- d. Youth enrolled during the summer in between school years, shall be considered ISY if they are enrolled to continue school in the fall. This includes registration in postsecondary education, even if the youth have not yet begun post-secondary classes at the time of WIOA program enrollment.
- e. Youth co-enrolled in high school and in credit-bearing postsecondary education classes, including credit-bearing community college classes and credit-bearing continuing education classes, are considered an ISY.
- f. Youth attending high school equivalency (HSE) programs, including dropout re-engagement programs, funded by the public K–12 school system that are classified by the school system as still enrolled in school are considered ISY.
- g. Youth enrolled in dropout re-engagement programs, funded by the public K–12 school system that are classified by the school system as still enrolled in school are considered ISY and may not be enrolled into Contractor’s program.
- h. OSY are youth, who at the time of their eligibility determination are not attending any school. Attendance in Adult Literacy programs to obtain a GED is not considered “in-school.”
- i. Youth enrolled in GED classes are considered to be OSY.
- j. To be considered OSY, youth in secondary school must not have attended for the immediately preceding school semester at the time of their eligibility determination.
- k. Youth with a high school credential who register for postsecondary education, but do not attend postsecondary education, may be considered an OSY if their eligibility determination is made after the point that the youth decided not to attend postsecondary education.
- l. Youth enrolled in credit-bearing postsecondary education classes, including credit-bearing community college classes and credit-bearing continuing education classes, are considered to be attending postsecondary education, and, therefore, an ISY and may not be enrolled into Contractor’s program.

- m. Youth enrolled in non-credit-bearing postsecondary classes, are not considered to be attending postsecondary school and may be enrolled into Contractor's program as an OSY.

7.3.2 Upon a determination of ISY, Sub-grantee shall determine ISY eligibility in accordance with WIOA section 129(a)(1)(C)iv) and as described below. An in-school youth (ISY) for purposes of this sub-grant agreement is an individual who is:

- a. Attending secondary school (as defined by State law); and
- b. Not younger than age 16 or older than age 21 (unless it's an individual with a disability who is attending school under State law) at time of enrollment; and
- c. A low-income individual as defined below: and
 - i. 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, Supplemental Nutrition Assistance under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), or
 - ii. 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 TANF assistance (Temporary Assistance for Needy Families under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.)), or
 - iii. 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 Supplemental Security Income under Title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or
 - iv. 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 state or local income-based public assistance, or
 - v. Is a homeless individual pursuant to Section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), (note: homeless is also considered a barrier for purposes of eligibility) or

- vi. Is a homeless youth pursuant to Section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), (note: homeless is also considered a barrier for purposes of eligibility) or
- vii. Is a foster child on behalf of whom state or local government payments are made, (note: participation in the foster youth system is also considered a barrier for purposes of eligibility) or
- viii. Is an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement, (note: disabled is also considered a barrier for purposes of eligibility) or
- ix. The youth lives in a high-poverty area as defined by the USDOL and CSBD.
- x. Is in a family with total family income that does not exceed the higher of (I) the poverty line or (II) 70 percent of the lower living standard income level.
- xi. A youth who is receiving free or reduced lunch based upon an individual determination by a school that the youth is eligible for free or reduced lunch. (Cannot be determined based on determinations resulting in entire schools being awarded free or reduced lunch).
- xii. Youth identified as a family of one for purposes of income calculations in the determination of WIOA eligibility shall be:
 - (A) Disabled with a documented disability, or
 - (B) Documented by an independent third party, and
 - (C) 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, and
 - (D) Documented through the presentation of two (2) years of tax returns filed by the youth.

(E) Without the above documentation, the youth's entire family income must be included in the calculation of income for purposes of eligibility determination.

d. Has one of the barriers described below:

- 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.

7.3.3 Upon a determination of OSY, an OSY for purposes of this Sub-grant Agreement shall have one of the barriers below:

- a. A high school dropout, for purposes of WIOA this includes youth in a GED program or
- b. A youth who is within the age of compulsory school attendance, who has not attended school for at least the most recent complete school year calendar quarter (based on how the local school district defines its school year quarters), or
- c. An individual who is an offender as defined in Article 2.
- d. A homeless individual,
- e. A runaway,
- f. An individual who is in foster care or has aged out of the foster care system, a child eligible for assistance under Section 477 of the Social Security Act, or an individual who is in an out-of-home placement, or has left foster care for kinship guardianship or adoption, or

- g. An individual who is pregnant or parenting. An individual who is parenting can be a mother or father, custodial or non-custodial, or
- h. An individual with a documented disability, or
- i. A youth who recipient of a secondary school diploma or its recognized equivalent who is a low-income individual as defined below and is either basic skills deficient or an English language learner. Low income is described below as:
 - i. 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, Supplemental Nutrition Assistance under the Food and Nutrition Act of 2008 (7 U.S.C. 2011 et seq.), or
 - ii. 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 TANF assistance (Temporary Assistance for Needy Families under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.)), or
 - iii. 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 Supplemental Security Income under Title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or
 - iv. 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 state or local income-based public assistance, or
 - v. Is a homeless individual pursuant to Section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), (note: homeless is also considered a barrier for purposes of eligibility) or
 - vi. Is a homeless youth pursuant to Section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), (note: homeless is also considered a barrier for purposes of eligibility) or
 - vii. Is a foster child on behalf of whom state or local government payments are made, an individual who is in foster care or has aged out of the foster care system, a child eligible for assistance under Section 477 of the Social Security Act, or an individual who is in an out-of-home placement, or has left

foster care for kinship guardianship or adoption, (note: participation in the foster youth system is also considered a barrier for purposes of eligibility) or

- viii. Is an individual with a disability whose own income meets the income requirement of clause (ii), but who is a member of a family whose income does not meet this requirement, (note: disabled is also considered a barrier for purposes of eligibility) or
- ix. The youth lives in a high-poverty area as defined by the USDOL and CSBD, or
- x. Is in a family with total family income that does not exceed the higher of (I) the poverty line or (II) 70 percent of the lower living standard income level, or
- xi. The youth's child receives free or reduced lunch based upon an individual determination by a school that the youth is eligible for free or reduced lunch. (Cannot be determined based on determinations resulting in entire schools being awarded free or reduced lunch).
- xii. Youth identified as a family of one for purposes of income calculations in the determination of WIOA eligibility shall be:
 - (A) Disabled with a documented disability, or
 - (B) Documented by an independent third party, and
 - (C) 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, and
 - (D) Documented through the presentation of two (2) years of tax returns filed by the youth.
 - (E) Without the above documentation, the youth's entire family income must be included in the calculation of income for purposes of eligibility determination.

- 8 All youth enrolled must be U.S. citizens or legally permitted to work in the United States and be able to provide the requisite documentation.

- 9 All males at least 18 years of age must be registered for selective service. Sub-grantee will be expected to assist any youth who has not yet enrolled in selective service register and enroll as required by the Selective Service laws.
- 10 All youth must be residents of Broward County.
- 7.3.4 Sub-grantee shall be responsible for participant eligibility certification, which shall include an eligibility determination and assessment in accordance with the WIOA.
- 7.3.5 Sub-grantee shall be responsible for assisting the youth and assembling the documentation necessary for WIOA eligibility determination.
- 7.3.6 Sub-grantee shall be responsible for assisting the youth in assembling the documentation necessary for WIOA eligibility determination.
- 7.3.7 Non-English speakers applying to the program shall be assisted through Sub-grantee's Multicultural Department that provides translators in all languages.
- 7.3.8 Sub-grantee shall assess the youth and assure that their career pathway is related to the work experience to which they shall be assigned.
- 7.3.9 Sub-grantee shall administer the TABE test as a part of the eligibility certification process at the start of the program for purposes of determining youth's basic skills levels as it relates to eligibility and ability to succeed in the program. These scores shall be noted in the participant's file and in Employ Florida Marketplace (EFM).
- 7.3.10 Sub-grantee shall not register participants into EFM until all the eligibility documentation has been collected.
- 7.3.11 Sub-grantee shall develop an individual service strategy (ISS) and career plan for each youth which will be used as a guide to program services for the participant.
- 7.3.12 Sub-grantee shall enter participant registration for WIOA youth into the EmployFlorida tracking system using Project Code 676 and the service codes associated with each activity assigned to the youth.
- 7.3.13 Program staff shall create only one participant/student file and maintain the file at the school site or at the district office once a participant is enrolled.

7.4 Program Services to be Provided to the Youth

7.4.1 The program is limited to juniors or seniors youth enrolled in pre-apprenticeship programs at high schools offering pre-apprenticeships or to youth enrolled in apprenticeship programs. Youth enrolled in the program shall receive a subsidized work experience.

7.4.2 Youth shall receive

- a. Employability skills.
- b. A school year or summer work experience as described herein.
- c. 12 month follow up for all youth in enrolled in the program.
- d. Work readiness skills for in-school youth for whom this is a goal prior to placement in employment.

7.4.3 Coordination with partner agencies

- a. Sub-grantee coordinate the delivery of employability skills with their sub-grantee HANDY, a not-for-profit corporation in Broward County.
- b. All youth shall have sufficient opportunity to interact with the facilitator and to be the recipient of all program benefits

7.4.4 Employability Skills Training

- a. The components of skills training will include career assessment, classroom observations and assistance in enrollment in occupational training following exit.
- b. Students will be counseled by the project facilitators, student support staff, or an advanced student interested in the same occupational skills training area.
- c. All youth shall be enrolled in an employability skills workshop prior to their work experience.

7.4.5 Work Experience

- a. Each youth enrolled in the program shall be provided a subsidized work experience.
- b. Sub-grantee shall be given a budget for work experience wages and may over-enroll to the extent work experience wages are

available. Sub-grantee shall be responsible for managing the funds. 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.

- c. Sub-grantee shall develop an electronic spread sheet with in ten (10) days of execution of this sub-grant agreement. The spreadsheet shall contain the name of each youth as they are enrolled in the program along with their work experience start date, hours scheduled per week, name and address of the host work site/employer. The spreadsheet shall be provided to the CSBD Youth Program Manager within ten (10) days of contract execution. This data shall be entered within one (1) business day of the information being available.
- d. Sub-grantee shall coordinate with the Youth Program Manager for the curriculum used by CSBD so they can assist youth in completing the documentation necessary to open a bank account. Youth shall be paid electronically and be given a back card to access their wages. Sub-grantee shall instruct the youth on the use of a bank card.
- e. Sub-grantee shall instruct the youth regarding wage expectations so that they know they are paid a week in arrears, and that timesheets must be accurate and contain all required signatures or their pay checks may be delayed.
- f. A training plan with the job title and which describes the skills to learned during the work experience shall be developed for each child.
- g. Youth may be offered a work experience after school during the school year or during the summer months.
- h. Sub-grantee shall be responsible for developing the worksites and using the CSBD work experience agreement under which CSBD serves as the employer of record and provide workers compensation insurance for the youth.
- i. Youth in the construction trades shall be counseled as to safety on the job and if possible shall receive OSHA safety training.
- j. Subsidized work experience opportunities shall be limited to no more than twenty-eight hours during the summer and shall not exceed twenty (20) hours a week during the school year.
- k. Work experience activities may not extend past 7 p.m. during the year on school days to permit youth adequate time to study,

however, with CSBD prior approval this time may be extended because of extenuating circumstances.

- I. Sub-grantee shall be responsible for tracking and monitoring participants' hours of work on a weekly basis, maintaining signed time sheets for the youth which shall be submitted to CSBD in accordance with a predetermined schedule so that the youth can be paid and shall submit a spreadsheet along with the timesheets to the Youth Program Manager by the fifth (5th) day of each month indicating youth by name and hours worked per week.
- m. Sub-grantee shall assure the facilitator visits each youth's worksite on a weekly basis. The facilitator shall meet with the youth's supervisor and with the youth to discuss the youth's progress in the program and shall enter case notes related to the visit each week.
- n. Sub-grantee shall develop a Youth Evaluation Report to be completed by each employer at the end of the work experience and shall share the evaluation with the youth as well as enter it into the youth's CSBD DMS file.

7.4.6 Twelve (12) Month Follow-Up

- a. Following program exit, the program facilitator shall check quarterly with each youth on their progress in school and / or employment and shall enter a case note at least quarterly for each of the four quarters following the youth's exit quarter.
- b. Should a youth need assistance the facilitator shall refer the youth as appropriate.

7.4.7 Sub-grantee shall enter data as appropriate for ISY that complete secondary school.

7.5 Participant Counseling

- 7.5.1. Sub-grantee shall advise all participants of all aspects of their program:
 - a. Eligibility requirements.
 - b. Program participation requirements.
 - c. Program commitment.
 - d. Follow-up.

- e. Support services provided.
- 7.5.2. Sub-grantee staff shall refer youth according to their needs to other community services providers.
- 7.5.3. Sub-grantee staff shall address study habits, progress, performance, and personal problems.
- 7.5.4. Case management shall be documented in EmployFlorida and the CSBD DMS as appropriate.
- 7.6 Participant Time, Data Entry, File Maintenance, Attendance, and Wages
 - 7.6.1 If payments are to be made to the youth, the CSBD Fiscal Department shall distribute participant pay cards to Sub-grantee for distribution to the youth
 - 7.6.2 Sub-grantee will be responsible for monitoring and making sure that students fill out time sheets daily. Sub-grantee staff must approve and co-sign participant time sheets before submitting them to CSBD.
 - 7.6.3 Youth who receive payments will be paid one 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.
 - 7.6.4 Youth who receive a work experience payment from WF1 may not be paid for holidays, overtime, leave time, vacation time, sick time, or other leave. Time sheets should 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.
 - 7.6.5 Sub-grantee shall be responsible for data entry into the EmployFlorida Tracking System and the CSBD DMS system.
 - 7.6.6 Students shall sign appropriate releases including FERPA as appropriate so that Sub-grantee can share information with CSBD.
 - 7.6.7 Sub-grantee shall maintain only one file for each youth in accordance with the model file to be provided by the Youth Program Manager.
 - 7.6.8 Documents to be maintained include:
 - a. Eligibility Documents including, Picture ID, Social Security Card, Family Income, Documentation of Barrier, Public Assistance, Selective Service, School Status, Citizenship, and Assessments.
 - b. Case Notes

- c. The youth's Career Plan/ISS.
- d. Time sheets
- e. Youth progress and evaluations

7.6.9 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.

7.7 Program Staffing

7.7.1 Sub-grantee shall hire the staff necessary to meet the project objectives and in accordance with the Budget attached as Exhibit A.

7.7.2 Sub-grantee shall hire staff in a timely manner.

7.7.3 The Director of CTACE will provide oversight and guidance to the program.

7.8 General Program Requirements

7.8.1 Sub-grantee shall utilize facilities which are 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.

7.8.2 Trainees 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.

7.8.3 If disclosure of trainee records is requested by the public, Federal and State of Florida confidentiality standards and WIOA requirements pertaining to records of participants shall apply.

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

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

7.8.6 Self-Monitoring

- a. Sub-grantee shall develop a protocol and process for self-monitoring their fiscal and program operations and deliverables under this Agreement.
- b. Failure to take the requisite corrective action as a result of findings identified through monitoring shall be considered when evaluating Sub-grantee's performance.

7.9 Performance

7.9.1 Sub-grantee shall be required to meet all the performance elements described below to be considered as having met performance:

- a. Sub-grantee shall meet the enrollment goal of up to eighty (80) youth which are in a pre-apprenticeship or apprenticeship program. Twelve (12) youth shall be in pre-apprenticeship programs in the construction trades.
- b. Sub-grantee shall expend the budget set aside for the youth subsidized work experiences.
- c. Sub-grantee shall complete required spreadsheets and schedules required by CSBD within the required time frames.
- d. Sub-grantee shall submit required reports and invoices to CSBD on a timely basis.

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 _____ on the ___ day of _____, 2019 and CareerSource Broward signing by and through its CEO/President, following Board Action on the _____.

AS TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA:

WITNESSED BY:


L.S. BY: _____
(Signature)


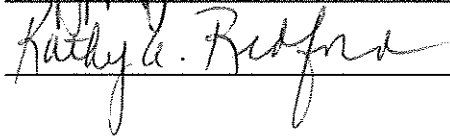
L.S. Print Name _____

TITLE: _____
DATE: _____

AS TO CAREERSOURCE BROWARD:

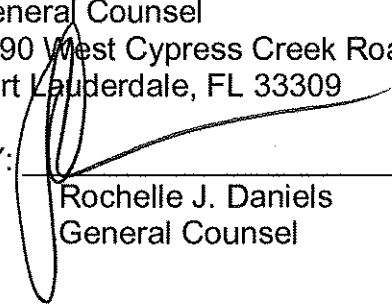
WITNESSED BY:



L.S. BY: 
(Signature)


L.S. Print Name: Mason C. Jackson
TITLE: President/CEO
DATE: 6/11/19

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

BY: 

Rochelle J. Daniels
General Counsel

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Heather Brinkworth, Chair

Robert W. Runcie,
Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

Exhibit A

2018-2019 BUDGET

Administration

Reminder: Administration is limited to 5%

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

Line Item							TOTAL
Personnel							
Salaries *							0
Fringe Benefits							0
Mileage and Travel							0
Staff Incentives							0
Other (Specify)							0
Total Personnel	0	0	0	0	0	0	0
Non Personnel							
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	49,564	Rate of 11.4%					49,564
Audit							0
Legal							0
Accounting							0
*Profit							0
Other (specify)							0
Other (specify)							0
Other (specify)							0
Other (specify)							0
Other (specify)							0
Total Non-Personnel	49,564	0	0	0	0	0	49,564
Total ADMINISTRATION	49,564	0	0	0	0	0	49,564

**2018-2019 Budget
Services**

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

Line Item						TOTAL
Personnel						
Salaries *	70,090					70,090
Fringe Benefits	20,695					20,695
Mileage and Travel	1,791					1,791
Staff Incentives						0
Other						0
Total Personnel	92,576	0	0	0	0	92,576
Non Personnel						
Supplies	9,588					9,588
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
Credential Training						0
						0
						0
						0
Other (specify)						0
Total Non-Personnel	9,588	0	0	0	0	9,588
Total SERVICES	102,164	0	0	0	0	102,164

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
Personnel			
Salaries *	70,090	0	70,090
Fringe Benefits	20,695	0	20,695
Mileage and Travel	1,791	0	1,791
Other	0	0	0
Staff Incentives	0	0	0
Total Personnel	92,576	0	92,576
Non Personnel			
Supplies	9,588	0	9,588
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	49,564	49,564	0
Audit	0	0	0
Legal	0	0	0
Accounting	0	0	0
*Profit	0	0	0
Other	0	0	0
Total Non- Personnel	59,152	49,564	9,588

GRAND TOTAL	151,728
--------------------	----------------

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

**PERSONNEL DETAILS
Salaries**

List all positions included and the total 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 \$
EX-Case Manager	Jens Dos	\$26,000	10	\$2,600	50	\$13,000	10	\$2,600	30	\$7,800	100	\$26,000
Grant Facilitator - Extended Calendar	Sergey Treyger	\$10,796			100.00%	\$10,796						\$10,796
Grant Facilitator - Extended Calendar	Jean Mason	\$13,294			100.00%	\$13,294						\$13,294
School Based Facilitator	School Based Facilitator	\$41,000			100.00%	\$41,000						\$41,000
Budget Analyst - Extended Calendar	Budget Analyst	\$5,000			100.00%	\$5,000						\$5,000
TOTALS						\$70,090						\$70,090

*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

**PERSONNEL DETAILS
Fringe Benefits**

Enter fringe benefits for all positions listed on Budget page 4. Add more lines if necessary.
NOTE: Columns with 0 will be automatically calculated when other items are entered.

Job Title	Staff member (if known)	Total Salary	Total Fringes	% of Fringes compared to Salary	% of Fringes to Admin Budget*	\$ for fringes to Admin Budget*	% of Fringes to Services Budget**	\$ to for Fringes Services Budget**	% of Fringes from other WorkForce Programs	\$ for Fringes from other WorkForce Programs	% of Fringes from Other Sources of Funding**	\$ for Fringes from Other Sources***	Total % (Must total 100)	Total \$
EX Case Manager	Jane Das	\$25,000	\$7,689	15%	10	\$7,689	100.00%	\$7,689	10	\$7,689	30	\$7,689	100	\$7,689
Grant Facilitator - Extended Calendar	Sergey Treyger	\$10,796	\$1,920	17%		\$1,920	100.00%	\$1,920					100.00%	\$1,920
Grant Facilitator - Extended Calendar	Jean Mason	\$13,294	\$2,364	17%		\$2,364	100.00%	\$2,364					100.00%	\$2,364
School Based Facilitator - Summer 2019	Schl Based Facilitator	\$41,000	\$15,522	37%		\$15,522	100.00%	\$15,522					100.00%	\$15,522
Budget Analyst - Extended Calendar	Budget Analyst	\$5,000	\$889	17%		\$889	100.00%	\$889					100.00%	\$889
TOTALS								\$20,695						\$20,695

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

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

***Include all non-WorkForce One Funds

BUDGET
Non-Personnel Costs

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**
EX: Equipment Purchase	staff desks	10	\$400	\$4,000
Supplies	toolkits, PPE Gear (hardhats/goggles/gloves)		\$9,588	
Materials				
Books				
Teaching Aids				
Credential Training				
Subcontractor				
Telephone				
Maintenance				
Printing				
Equipment Rental				
Equipment Purchase				
Space Rental				
Other				
Computer Equipment				
Total			\$9,588	

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 of individuals who receive public assistance, employment and unemployment insurance records maintained by the DEO, made available to my employer, for the limited purpose of performing its duty pursuant to a Sub-grant Agreement for Services and Non-Disclosure and Confidentiality Certification Sub-grant Agreement.

These confidential records may include name (or other personally identifiable information), social security numbers, wage 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 duties associated with the program requirements set forth under contract or Sub-grant Agreement, I am requesting an approved username, password, and additional instructions for accessing the State's Management Information Systems, (hereinafter, collectively referred to as "the Workforce Systems"). Prior to receiving such means of access, I acknowledge and agree to abide by the following standards for the receipt and handling of confidential information:

1. I shall use access to the Workforce Systems only to secure information to conduct official program business under such contract/Sub-grant Agreement.
2. I shall not disclose my username, password, or other information needed to access the Systems to any party nor shall I give any other individual access to information secured.
3. If I should become aware that any other individual – other than an authorized employee – may have obtained or has obtained access to my username, password, or other information needed to access the Workforce Systems, I shall immediately notify the Regional Workforce Board Security Officer.
4. I shall not share with anyone any other information regarding access to the Systems unless I am specifically authorized by the Agency.
5. I shall not access or request access to any social security numbers, personal information, wage or employment data unless such access is necessary for the performance of my official duties.

6. I shall 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) involved.
7. I shall retain the confidential data only for that period of time necessary to perform my duties. Thereafter, I shall either arrange for the retention of such information consistent with federal or state record retention requirements or delete or destroy such data.
8. I have either been trained in the proper use and handling of confidential data or I have received written standards and instructions in the handling of confidential data from my employer or the Agency. I shall 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 username and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
9. 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 and I may be subject to other disciplinary actions. I further acknowledge 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 a fine and/or period of 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.
10. Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor and be guided by his/her response.

Employee Signature: _____

Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

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 Department for Economic Opportunity (hereinafter, DEO) 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 DEO 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 DEO 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 DEO 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: _____

(Signature) _____

(Title) President

(Date) _____

ACCEPTED BY CareerSource Broward:

Name of President/CEO: Mr. Mason C. Jackson

(Signature) _____

(Title) President/CEO

(Date) _____

Exhibit D
ASSURANCES AND CERTIFICATIONS

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

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

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

C. Certification Regarding Lobbying (29 CFR Part 93)

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

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

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

E. ASSURANCES – NON-CONSTRUCTION PROGRAMS. NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

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

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

(P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

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

7. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

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

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

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

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

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

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

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

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

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

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

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

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

H. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
1. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.

- c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.
- 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- 5. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/Grant.
- 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

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

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

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

I. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

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

(1) Section 188 of the Workforce Innovation and Opportunity Act of 1998 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I B financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

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

(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

(5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

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

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.

Name and Title of Authorized Representative

Signature

Date

SIN No. 5100
03/30/2001

EXHIBIT F

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee 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 "Subawardee", 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 subawardee, e.g., the first subawardee of the prime is the 1st tier. Sub awards¹. Type of Federal Action: _____
2. Status of Federal Action: _____ 3. Report Type: _____

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

f. loan insurance		

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

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

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

applicable: _____ CFDA Number, if applicable: _____

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

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

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.
² (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

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

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

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

Signature _____
Print Name _____
Title _____
Telephone Number _____ Date _____

³ Approved by OMB 0348-0046
LLL-A

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 or Employee of Congress, or an Employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that 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.

Grantee/Contractor/Organization	Program/Title
---------------------------------	---------------

Name of Certifying Official	Date
-----------------------------	------

Print Name and Sign _____

*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.I, 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 so 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.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- H. 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.

Name and Title of Authorized Representative, Name of Contractor

Signature

Date _____

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 subgrantees shall certify accordingly.

Signature and Date

Printed Name

Title

Organization