



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:

E-3.

MEETING DATE	2020-03-03 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	E. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input type="radio"/> Yes <input checked="" type="radio"/> No

TITLE:
 Recommendation to Approve Agreement - 59-118V - Worksite Agreement

REQUESTED ACTION:
 Approve the recommendation of the above agreement. Contract Term: June 15, 2020 through August 5, 2020, 1 Month, 21 Days; User Department: Exceptional Student Learning Support. Award Amount: NONE; Awarded Vendor(s): ARC Broward, Inc.; Small/Minority/Women Business Enterprise Vendor(s).

SUMMARY EXPLANATION AND BACKGROUND:
 This request is to approve the Worksite Agreement between ARC Broward, Inc. and The School Board of Broward County, Florida, to provide career preparation through a hands-on work-based learning experience for intern students with disabilities. This opportunity will help develop student's aspirations and help them to make informed choices about their careers. A Job Coach will be onsite every day with the student intern(s) to help them understand their assign clerical and facilities work.

 This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:
 There is no financial impact to the District. ARC Broward, Inc. will pay the student intern(s) directly for their services. The program is funded by the Children's Services Council.

EXHIBITS: (List)
 (1) Executive Summary (2) Agreement

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

SOURCE OF ADDITIONAL INFORMATION:	
Name: Saemone Hollingsworth	Phone: 754-321-3436
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Senior Leader & Title
 Maurice L. Woods - Chief Strategy & Operations Officer

Signature

Maurice Woods
 2/21/2020, 8:47:46 AM

Approved In Open Board Meeting On: **MAR 03 2020**
 By:
 School Board Chair

EXECUTIVE SUMMARY

Recommendation to Approve Agreement 59-118V – Worksite Agreement

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the agreement between ARC Broward, Inc. and The School Board of Broward County Florida (SBBC), 58-118V – Worksite Agreement for the summer program from June 15, 2020 through August 5, 2020, for one (1) month, twenty-one (21) days. The term of this Agreement is to provide a summer internship program for students with disabilities and is funded by the Children’s Services Council to ARC Broward, Inc. Children’s Services Council decides the term of the summer program. SBBC provides the site location for the services. This is a paid summer internship program by ARC Broward, Inc. to the student. This Agreement provides opportunities for students with disabilities to learn job skills and increase independent living skills in a paid work-based learning experience. This program is designed to maximize student potential and enhance their success in various work environments (clerical and facilities) preparing them for gainful employment. SBBC will provide a location for the implementation of this program. The worksite location will be at Arthur Ashe Jr. Campus, 1701, N.W. 23rd Avenue, Fort Lauderdale, Florida 33311.

Goods/Services Description

Responsible: ESLS

This Worksite Agreement with ARC Broward, Inc. will provide career preparation through a hands-on work-based learning experience. This opportunity will help develop student’s aspirations and help them to make informed choices about their careers. By fostering a culture of diversity or a capability to appreciate and value individual differences in all aspects of their operations, employers benefit from varied perspectives on how to confront challenges and achieve success.

As the nation’s largest minority – comprising almost fifty (50) million individuals, three-point two (3.2) million in Florida specifically – people with disabilities contribute to diversity, and businesses can enhance their competitive edge by taking steps to ensure that people with disabilities are integrated into their workforce and customer base.

Under this Worksite Agreement, ARC Broward will provide a Job Coach who will be onsite every day with the student intern(s). The ratio of supervision is one (1) staff for every four (4) students. The transition team will work with ARC’s program coordinator to develop department rotations and work tasks. The students are responsible for performing clerical or facilities related duties as described in the job description with ARC Broward staff providing instruction, supervision, and quality control to ensure the work is completed properly. The Job Coach will provide an orientation to the worksite staff members or managers regarding the levels of supervision or direction they can provide to the intern(s) and methods to optimize the experience for the interns.

The Worksite Agreement outlines the responsibilities of SBBC and ARC Broward, Inc.

SBBC Responsibilities:

1. Provide a worksite for interns for a work-based learning program.
2. Ensure interns will be assigned tasks that are based upon the written job descriptions.
3. Provide a copy of SBBC policies and procedures to the intern covering specific rules or regulations by which the intern is expected to abide.

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ARC Responsibilities:

1. Provide a wage payment to each student intern.
2. Provide a Job Coach (an employee of ARC) for the worksite who will provide onsite supervision of a group of students, not to exceed five (5) students throughout the duration of each work shift.
3. Provide adequate supervision of the interns.
4. Ensure the Job Coach provides supervision and technical assistance to the interns for the successful completion of their assigned tasks.
5. Ensure that the Job Coach maintains all intern timesheets and monitor the hours and attendance of all interns.

**Procurement Method
Responsible: PWS**

Pursuant to Purchasing Policy 3320 and the Department of Education, Rule 6A-1.012, 11(a), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, and Purchasing Policy 3320, Section II, G, the requirement for requesting competitive solicitation for commodities or contractual services from three (3) or more sources is hereby waived for the purchase of professional services.

**Financial Impact
Responsible: PWS and ESLS**

There is no financial impact to the District. ARC Broward, Inc. will pay the student intern(s) an hourly rate of \$8.46/hour that meets the minimum wage requirement for the Department of Labor. The Children's Services Council funds the program.

Arc Broward

WORKSITE AGREEMENT COVER PAGE

Arc Broward Contact Information	
Address	10250 NW 53 rd Street
City, State, Zip	Sunrise, FL 33351
Phone Number	Main: 954-746-9400 Contact's #: 954-790-9342 (Cell)
FAX Number	Main: 954-746-9496
Contact Person/Title	Liliana Ballesteros, Coordinator of Transition Services

SBBC Contact Information	
Name	The School Board of Broward County, Florida (SBBC) Arthur Ashe Jr. Campus ESE & Support Services Department, Broward County Schools
Address	1701 NW 23 rd Avenue
City, State, Zip	Ft, Lauderdale, FL 33311
Phone Number	Office: (754) 321-3405 Cell: (561) 901-6475
FAX Number	754-321-3439
Contact Person/Title	Stacy Wolfe, District ESE Transition Specialist

WORKSITE AGREEMENT

This Agreement is entered into by ARC Broward, Inc., a Florida Non-Profit corporation ("ARC") and The School Board of Broward County, Florida ("SBBC")

WHEREAS, ARC is a non profit organization that assists individuals to learn job skills in order to maximize their potential and enhance the likelihood that they will succeed in the workforce; and

WHEREAS, the ARC program includes establishing work internships in various business environments; and

WHEREAS, SBBC has agreed to provide a location on its property for one or more Interns under the program; and

WHEREAS, ARC and SBBC wish to enter into this Agreement outlining responsibilities and other relevant information; and

The Parties agree as follows:

I. RECITALS.

The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

II. DEFINITIONS.

A. "Paid Intern" ("Intern" or "Interns"): Student served under this Agreement.

B. "Job Coach": Employee or contractor of ARC who will work with the Intern at the Worksite performing various tasks to assist the Intern and SBBC to have a successful experience.

C. "Worksite": Worksite location provided by SBBC for Interns and their Job Coach.

III. TERM AND TERMINATION.

A. **Term:** The period of performance of this Agreement shall begin on: **June 15, 2020** ("Commencement Date") and unless terminated sooner in accordance with this Agreement, shall terminate **on August 5, 2020**.

B. **Termination:** This Agreement may be terminated with or without cause by SBBC or ARC during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

C. **Termination - intern:** ARC or SBBC may terminate the the Intern with or without cause, in whole or from in part. Termination for work hereunder shall be delivered to either party by means of a written Notice of Termination specifying the extent to which performance of work under this Agreement is terminated and the date upon which such termination becomes effective. Termination for work here under shall be delivered to either party by means of a written Notice of Termination specifying the extent to which performance of work under the Agreement is terminated and the date upon which such termination becomes effective. Prior to terminating the Intern, ARC and SBBC agree to attempt to resolve any issues of concern.

IV. SBBC DISCLOSURE OF EDUCATION RECORDS.

A. Purpose: To enroll students in the work-based learning program. Job Coach will utilize the education records to contact the parents, handle emergencies, record attendance, and make transportation arrangements. In addition, job coaches will work with the students on resumes and job applications, leading to potential job opportunities.

B. Types of Records: SBBC will provide ARC with the following education records:

- 1) Intern's First and Last Name
- 2) Emergency Contact Information (First and Last Name, Phone Number)
- 3) Name of School
- 4) Intern's job supervisor's name
- 5) Intern's Social Security Number

C. SBBC will obtain written consent from each Intern's parent/guardian or Intern age 18 or older prior to disclosing the education records listed in this section.

V. ARC CONFIDENTIALITY OF EDUCATION RECORDS.

A. Notwithstanding any provision to the contrary within this Agreement, ARC shall:

1) 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;

2) hold any education records in strict confidence and not use or redisclose 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;

3) 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;

4) 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;

5) 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;

6) 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;

7) 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;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

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

C. ARC shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

VI. SBBC RESPONSIBILITIES. SBBC shall:

A. Provide a Worksite for Interns at the Arthur Ashe Jr. Campus located at 1701 N.W. 23rd Avenue, Fort Lauderdale, Florida 33311, Exceptional Student Learning Support ("ESLS") Department.

B. Not allow an Intern to start work at the Worksite unless both parties have signed this Agreement, there exists a job description for the work to be performed, and SBBC has completed a Worksite Agreement (See **Attachment 1**) form for each Intern.

C. Provide the Job Coach with all job descriptions that it created for each Intern served under this Agreement.

D. Ensure Interns will be assigned tasks that are based upon the written job descriptions.

E. Notify ARC of any changes to the required hours and Work performed by the Intern.

F. Not discriminate against any intern or job coach on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex, or sexual orientation.

G. provide a copy of its policies and procedures to the Intern covering any specific rules or regulations by which the Intern is expected to abide.

VII. ARC RESPONSIBILITIES. ARC shall:

- A. Provide wage payment to each student intern.
- B. Provide a Job Coach for the Worksite who will provide onsite supervision of a group of students, not to exceed five (5) students throughout the duration of each work shift.
- C. Provide adequate supervision of the Interns.
- D. Ensure that the Job Coach provides supervision and technical assistance to the Interns for successful completion of their assigned tasks.
- E. Ensure that the Job Coach maintains all Intern timesheets and monitor the hours and attendance of all Interns.
- F. Provide training or technical assistance related to working with individuals with disabilities to any SBBC personnel.
- G. Notify SBBC, in advance, if there is an unplanned change in the established work schedule.
- H. Provide SBBC with a worksite handbook (attached and incorporated as **Attachment 2**).

VIII. GENERAL CONDITIONS.

- A. **CHANGES.** There shall be no modification or amendment of this Agreement, except in writing, executed with the same formalities as this instrument.
- B. **DISPUTES.** Interns should resolve all of their disputes with ARC informally. If resolution does not occur to the satisfaction of any party, ARC 's first step is to use the grievance procedures established by ARC (attached and incorporated as **Attachment 3**).
- C. **DEBARMENT AND SUSPENSION.** SBBC certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal or State department or agency.
- D. **RELATIONSHIP OF PARTIES.** SBBC does not become the agent of ARC for any purpose pursuant to this Agreement, and will make no representation of such. In agreeing to provide direction and supervision for the intern(s), SBBC understands that this does not make any Intern an agent of ARC. Additionally, the parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.
- E. **ASSURANCES AND CERTIFICATIONS.** In entering into this Agreement, SBBC hereby acknowledges, and agrees to comply with, the following statutory, regulatory and policy provisions:
- F. **HEALTH AND SAFETY STANDARDS:** Health and safety standards otherwise applicable to working conditions shall be equally applicable to working conditions of the Interns. SBBC assures that appropriate standards for health and safety will be maintained, including adherence to both federal and State Child Labor Laws (if applicable).
- G. **SUBCONTRACTING** SBBC understands that no part of this Agreement, may be subcontracted to a third party without the express written consent of ARC.

H. SBBC represents that it has the power and authority to execute this Agreement and perform the services specified herein.

I. **Inspection of ARC's Records by SBBC.** ARC shall establish and maintain books, records and documents (including electronic storage media) related to this Agreement. All of ARC's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to ARC's Records from the effective date of this Agreement, for the duration of the term of the Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to ARC pursuant to this Agreement. SBBC's agent or its authorized representative shall provide ARC with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction. SBBC's agent or its authorized representative shall have access to the ARC's facilities and to any and all records related to the Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section. ARC shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

K. **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Executive Director, Exceptional Student Learning Support
The School Board of Broward County, Florida
Arthur Ashe Campus
1701 NW 23rd Avenue
Fort Lauderdale, Florida 33351

To ARC: Dennis Haas, President/CEO
ARC Broward, Inc.
10250 NW 53rd Street
Sunrise, Florida 33351

With a Copy to: Jodi Ellis, VP of Workforce Services
ARC Broward, Inc.
10250 NW 53rd Street
Sunrise, Florida 33351

L. **Background Screening.** ARC agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of ARC or its personnel providing any services under the conditions described in the previous sentence. ARC shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to ARC and its personnel. The parties agree that the failure of

ARC to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, ARC agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from ARC's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or ARC of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

M. Public Records. Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

N. Liability. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

1) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

2) By ARC: ARC agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by ARC, its agents, servants or employees; the equipment of ARC, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of ARC or the negligence of ARC's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by ARC, SBBC or otherwise.

O. Insurance Requirements. ARC shall comply with the following insurance requirements throughout the term of this Agreement:

- 1) Workers' Compensation. ARC shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

- 2) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- 3) Verification of Coverage. Proof of the required insurance must be furnished each parties Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement.
 - (a) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.
- 4) Cancellation of Insurance. ARC is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.
- 5) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

P. Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

Q. Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

R. No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

S. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

T. Default. The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter

existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to this Agreement.

U. Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

V. Place of Performance. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

W. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

X Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Y. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Z. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

AA. Captions. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

BB. Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

CC. Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

DD. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

EE. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

FF. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

GG. Survival. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

HH. Agreement Administration. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

II. Incorporation by Reference. Attachment 1, Attachment 2, and Attachment 3 attached hereto in this Agreement shall be deemed to be incorporated into this Agreement by reference.

JJ. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

KK. Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement on the date first above written.


[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

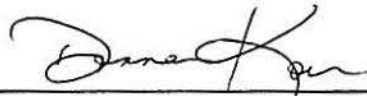
FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:


Robert W. Runcie, Superintendent of Schools

By 
Donna P. Korn, Chair

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: ARC Broward, Inc.
Date: 2020.01.13 15:24:27 -05'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR ARC:

(Corporate Seal)

ATTEST:

ARC BROWARD, INC.

By [Signature]

Print Name: Dennis Haas

Title: President/CEO

_____, Secretary

[Signature] -or- [Signature]

Witness

[Signature]

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 17th day of January, 2020 by Dennis Haas of

Arc Broward, Inc. Name of Person
Name of Corporation or Agency, on behalf of the corporation/agency.

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 03/17/2022

[Signature]
Signature - Notary Public

Danielle C Johnson
Printed Name of Notary

GG178460
Notary's Commission No.

(SEAL)



DANIELLE C JOHNSON
Commission # GG 178460
Expires March 17, 2022
Bonded Thru Budget Notary Services

**ATTACHMENT 1
WORKSITE AGREEMENT
(to be completed separately for each intern)**

1. Intern Name:

Intern's on the job supervisor name:

Interns Scheduled hours:

Total number of hours to be worked under this agreement by intern:

Job Title/Type of work to be performed:

Start Date:

Completion Date:

Hourly Wage (if applicable): \$8.46 (paid by Arc Broward)

2. Intern Name:

Intern's on the job supervisor name:

Interns Scheduled hours:

Total number of hours to be worked under this agreement by intern:

Job Title/Type of work to be performed:

Start Date:

Completion Date:

Hourly Wage (if applicable): \$8.46 (paid by Arc Broward)

3. Intern Name:

Intern's on the job supervisor name:

Interns Scheduled hours:

Total number of hours to be worked under this agreement by intern:

Job Title/Type of work to be performed:

Start Date:

Completion Date:

Hourly Wage (if applicable): \$8.46 (paid by Arc Broward)

4. Intern Name:

Intern's on the job supervisor name:

Interns Scheduled hours:

Total number of hours to be worked under this agreement by intern:

Job Title/Type of work to be performed:

Start Date:

Completion Date:

Hourly Wage (if applicable): \$8.46 (paid by Arc Broward)



10250 NW 53rd Street, Sunrise FL 33351

Youth Links STEPS Program

Worksite Handbook

Contact Information

Jody Ellis, VP of Workforce Services 954-746-9400 Ext. 2207
Liliana Ballesteros, Program Coordinator 954-790-9342 (cell)
Alecia Jones, Team Leader 954-649-0570 (cell)

Your Assigned Job Coach:

Name: _____ Cell Phone #: _____

Arc Broward Offices: 954-746-9400



Program Primarily Funded by Children's Services Council
and operated by Arc Broward

S.T.E.P. Project
(Supported Training
Employment Program)

Introduction to Youth Links Worksite Summer Internships

What is Youth Links?

Arc Broward's Youth Links provides programming during after-school hours and non-school days, in accordance with the Broward County School calendar year which focuses on learning opportunities for high school youth, ages 16-21, with Special Needs (such as Developmental, Physical, Learning, Vision and Hearing Limitations). Program activities increase student's ability to master social pragmatics, life / daily living skills, and career / employability skills through participation in functional, hands-on transitional learning experiences.

Arc Broward offers the following components in the STEPS program:

- **Working:** Career preparatory activities allow students to explore specific careers more closely through job shadowing, work-based learning, and site-based projects that apply concepts to actual careers. The curriculum is supplemented with field trips, guest speakers, computer education, and hands-on learning opportunities to prepare youth for the job market. Job development activities assist students in finding community based employment. Students participate in a 7-week paid summer internship to develop work skills and gain hands on work experience. The students' minimum wage pay is provided by Arc Broward and funded by the Children's Services Council. There are no associated payroll costs for the business site to host a summer internship group. Arc Broward completes worksite agreements with all worksites, with special requirements such as background screening or age requirements being identified in advance. Summer internships are limited to a maximum of 26 hours per week.
- **Transitioning:** Students work on individualized goals that will assist them to transition successfully from school to the adult world. Students are connected with community resources, employment opportunities, and transition support services to meet their needs.
- **Learning:** Activities include social pragmatics and social skills building. Students are given a safe environment to build relationships with others and develop effective interaction strategies.
- **Thriving:** Activities utilize both classroom training and community based experiences that enable youth to practice skills in real life settings. Students receive training in many areas including, but not limited to nutrition, mobility skills, life skills, and prevention planning.
- **Leading:** The program fosters self-determination skills. Students participate in two service learning activities each year where they learn the importance of giving back to the community. Students learn leadership skills throughout the program curriculum. Students may serve on the Youth Advisory Council where they help to direct the program's activities.

How does the Summer Internship Program Work?

In advance of the internship, worksite agreements are developed between Arc Broward and the summer internship business site. With the agreement, the staff will be asking for a job description or job task analysis for the specific job the students will be working on. This helps the staff prepare the students for the demands of the job and make appropriate placements. Arc Broward will provide a job coach who will be onsite every day with the students. The ratio of supervision is one staff for every four students. The students are responsible to perform the duties as described in the job description with the Arc Broward staff providing instruction, supervision and quality control to ensure the work is completed properly.

The Job Coach will provide an orientation to the worksite staff members or manager regarding the levels of supervision or direction they can provide to the interns and methods to optimize the experience for the interns. Employers can ask the job coach for any tips on interacting with the interns at any time. If employers have any difficulties, we request they ask to speak with the job coach privately; and work to resolve the problems. Should it not be possible to resolve the situation, employers are requested to contact the Vice President of Workforce Services, Jody Ellis, at Arc Broward at 954-746-9400 ext 2207. It is our goal that this program is a win/win situation for both the students we serve and the area businesses providing the work opportunity.

What Kind of Jobs Can Teens Do?

The Fair Labor Standards Act (FLSA) and the youth employment regulations, issued at 29 CFR Part 570, establish both hours and occupational standards for youth. Youth of any age are generally permitted to work for businesses entirely owned by their parents, except those under 16 may not be employed in mining or manufacturing and no one under 18 may be employed in any occupation the Secretary of Labor has declared to be hazardous.

16- and 17-year-olds can work in any job that hasn't been declared hazardous. There are 17 hazardous jobs young workers under the age of 18 are prohibited from doing. Some of these jobs include mining, meat packing or processing, using power-driven bakery machines or paper-product machines, roofing, and excavation operations. Most driving is also prohibited.

Once a youth reaches 18 years of age, he or she is no longer subject to the Federal youth employment laws.

For more information about this initiative, including what jobs are considered hazardous, visit www.youthrules.dol.gov or call the Department's toll-free number at 1-866-4USWAGE.

Workplace Safety

Obviously, we are very concerned for the safety of our students and staff. To that end, we do everything possible to prevent workplace injuries. However, if students working in your business are hurt on the job, they are covered by Arc Broward's workers compensation. To reduce the risks of injury at work, we make safety training part of our ongoing work-readiness training. The following are just a few of the areas covered.

To avoid workplace injuries, here are some safety tips to consider:

Electrical safety

- Inspect all electrical cords and outlets for cracks, fraying or other damage. If you find any damage, stop using the cord immediately and contact the building management to repair the outlet.
- If you use an extension cord, make sure that it is the proper type for the equipment or appliance so it is not overloaded. To avoid tripping over the cord, don't place it in a heavily traffic area unless you have taped it down.
- Avoid overloading an outlet.
- Make sure that you switch appliances and tools off before unplugging or plugging them in.

Avoiding slips and falls

- Make sure computer and telephone cords are not underfoot to prevent employees from getting their feet tangled.
- Use a footstool or stepladder when changing a light bulb or retrieving something from a high shelf, don't allow employees to stand on their desks, a box or a wastebasket.
- Tack all loose carpeting down and fix broken tiles or uneven floors.
- Keep all main hallways free of clutter and create designated walkways.
- Don't permit employees to run through the building.
- Clean up all spills immediately.
- Maintain adequate lighting in work areas.
- Make sure all ramps, gangplanks and loading docks have non-skid surfaces.
- Remind employees not to carry large objects that could obstruct their view when walking through a production area.

Other safety tips

- Make sure that employees use proper footwear in production areas. Buy shoes with non-skid soles.
- Depending on the job, make sure employees wear shoes that can protect the top of the foot from fallen objects and other hazards.
- If safety glasses should be worn, make sure each worker complies with this policy. A wide selection of safety glasses is available, including those that can be worn over existing prescription glasses.
- Hard hats should be worn when necessary.
- If you have a high noise level in the workplace, require your workers to wear earplugs. You can find various types of earplugs in the marketplace, but they need to be fitted properly to prevent hearing loss.
- To help avoid carpal tunnel syndrome, modify tools to reduce vibration.
- Two of the most dangerous hazards can't be found lying around your workplace: alcohol and drug abuse. Be observant for workers who appear to be under the influence of substances.

Why are Worksite Internships so Important?

Career preparation and work-based learning experiences are essential in order to form and develop aspirations and to make informed choices about careers. These experiences can be provided during the school day, or through after-school programs, and will require collaborations with other organizations. **All youth need information on career options, including:**

- Career assessments to help identify students' school and post-school preferences and interests
- Structured exposure to post-secondary education and other life-long learning opportunities
- Exposure to career opportunities that ultimately lead to a living wage, including information about educational requirements, entry requirements, income and benefits potential, and asset accumulation, and
- Training designed to improve job-seeking skills and work-place basic skills (sometimes called soft skills).

In order to identify and attain career goals, youth need to be exposed to a range of experiences, including:

- Opportunities to engage in a range of work-based exploration activities such as site visits and job shadowing
- Multiple on-the-job training experiences, including community service (paid or unpaid) that is specifically linked to the content of a program of study and school credit
- Opportunities to learn and practice their work skills ("soft skills"), and
- Opportunities to learn first-hand about specific occupational skills related to a career pathway.

Why Hire People with disABILITIES?

It makes good business sense!

By fostering a culture of diversity or a capacity to appreciate and value individual differences in all aspects of their operations, employers benefit from varied perspectives on how to confront business challenges and achieve success.

Although the term is most often used to refer to differences among individuals such as ethnicity, gender, age and religion, diversity actually encompasses the infinite range of individuals' unique attributes and experiences. As the nation's largest minority—comprising almost 50 million individuals, 3.2 million in Florida specifically — people with disabilities contribute to diversity, and businesses can enhance their competitive edge by taking steps to ensure they are integrated into their workforce and customer base.

In the Workforce

Perhaps more than any other group of people, individuals with disabilities have the ability to adapt to different situations and circumstances. As employees, they add to the range of viewpoints businesses need to succeed, offering fresh ideas on how to solve problems, accomplish tasks and implement strategies. Hiring people with disabilities can positively impact a business's bottom line. Recruiting and retaining workers with disabilities is one strategy to counter the effects of the aging and shrinking workforce. This untapped labor pool can offer a source of skilled employees and can contribute to increasing retention and reducing turnover. In addition, tax incentives and technical assistance can assist with accommodations, which are often relatively easy and inexpensive to implement. To gain these benefits and others, employers should take steps to attract and retain employees with disabilities, such as:

- Seeking out qualified candidates with disabilities for job openings
- Establishing a system for educating all workers about the value people with disabilities bring to an organization
- Incorporating a disability focus into any diversity training program
- Ensuring that internal professional development programs are available to people with disabilities
- Providing employees with disabilities with candid and prompt feedback on their performance in the same manner as provided for individuals without disabilities
- Making certain that training and other off-site activities are accessible to employees with disabilities
- Taking advantage of tax credits and education resources to provide accommodations for both new employees with disabilities and employees returning to work following an illness or injury

In the Marketplace

A business's commitment to diversity is also reflected in its customer base, and companies are beginning to recognize the value of people with disabilities and their families, friends, neighbors, and associates as a target market (combined they comprise a trillion dollar market segment). Organizations such as the National Organization on Disability estimate that Americans with disabilities represent more than \$200 billion in discretionary spending—not including their extended families and support networks, who are also a significant market segment. When deciding how to spend this money, individuals with disabilities have the same standards as all customers—they want quality products and services at competitive prices. Additionally, a large majority of Americans indicate that they prefer to patronize businesses that employ people with disabilities. Businesses should take steps to ensure their marketing efforts convey that people with disabilities are valued as customers. Such steps may include:

- Incorporating people with disabilities into the business's marketing strategy
- Testing proposed marketing tactics among people with disabilities
- Implementing promotional tactics specifically targeted to people with disabilities
- Ensuring that communication channels for advertising and promotion reach people with disabilities

- Incorporating people with disabilities in advertising and other promotional activities
- Recognizing that the disability market is a diverse one in and of itself and that one size does not fit all
- Defining how and why the disability market needs the business's products and services
- Including people with disabilities in product development, keeping in mind that products created to meet the needs of people with disabilities often turn out to have widespread applicability
- Devising simple modifications to make existing products and services accessible to people with disabilities

Additional Resources to Assist Employers and Business Sites

Building partnerships is critical to incorporating individuals with disabilities into diversity goals, and a number of resources are available to help employers in their efforts, including:

U.S. Department of Labor, Office of Disability Employment Policy (ODEP)

1-866-ODEP-DOL (1-866-633-7365) (V) or 1-877-889-5627 (TTY)

ODEP is a U.S. Department of Labor agency that provides national leadership to increase employment opportunities for adults and youth with disabilities.

Employer Assistance and Recruiting Network (EARN)

1-866-EARN-NOW (1-866-327-6669) (V/TTY)

EARN is a free service that connects employers looking for quality employees with skilled job candidates. EARN, which is a service of ODEP, can also provide technical assistance on general disability employment-related issues.

Job Accommodation Network (JAN)

1-800-526-7234 (V/TTY)

JAN is a free consulting service from ODEP that provides individualized accommodation solutions and technical assistance regarding the ADA and other disability-related legislation. It also educates about self-employment options for individuals with disabilities.

Thinkbeyondthelabel.com

Tips for Ensuring Access for Applicants with Disabilities

The goal of the hiring process is to attract and identify the individual who has the best mix of skills and attributes for the job available. Ensuring that all qualified individuals can participate in the process is key to achieving this goal. By examining their hiring procedures and implementing some simple steps, employers can widen their pool of potential talent and ensure that they do not miss out when the best person for the job happens to have a disability. If businesses work with ARC Broward when they have a job opening, Arc Broward can provide free recruitment services and will pre-screen our pool of job seekers to find the best match and job candidate.

Job Analysis

Although it is not required under the Americans with Disabilities Act (ADA), it would be prudent for employers to carefully examine each job to determine its essential functions. According to guidance from the Equal Employment Opportunity Commission (EEOC), essential functions are the basic job duties that an employee must be able to perform, with or without a reasonable accommodation. Determining essential job functions will assist in establishing appropriate qualification standards, developing a job description, conducting interviews and selecting people.

Here are some employer “dos” and “don’ts”

Hiring Considerations

Do:

- Evaluate each candidate for the job based on whether he or she has met the employer's requirements for the job, such as education, training, employment experience, skills or licenses.
- Consider whether a person with a disability can perform the essential functions of the job, with or without a reasonable accommodation.
- Recognize that there are often many ways to accomplish the same task.

Do not:

- Assume that certain jobs are more suited to persons with disabilities.
- Assume that a person cannot or does not want a particular job because of apparent or non-apparent disabilities.
- Assume a person with a disability does not have the requisite education and training for a job.
- Hire a person with a disability who is not qualified to perform the essential functions of a job, even with a reasonable accommodation.

Communication

Do:

- Relax and make the applicant feel comfortable.
- Treat an individual with a disability with the same dignity and respect you would give any applicant.

Do not:

- Assume that staff would need special training to learn how to work with individuals with disabilities.

Medical Information

Do:

- Check that applications and other forms do not ask disability-related questions.
- Make sure that any medical examinations required are also required of all other applicants and are performed after a job offer has been extended.
- The job offer may be conditioned on the results of the post-offer medical examination. However, if a decision is made not to hire an individual based on the results of the medical exam, the basis for that decision must be job related and not because of the individual's disability.
- Keep in mind that among those protected by the ADA are qualified individuals who have a substantial limitation in a major life activity. Whether qualified individuals with a medical condition like AIDS, cancer, mental retardation, traumatic brain injuries and learning disabilities will be considered disabled under the law will depend on the facts of each case.
- Develop procedures for maintaining and protecting confidential medical records.
- Make sure that any disability-related information is kept confidential and shared only with those who need to know. For example, supervisors and managers may be told about necessary restrictions on the work or duties of the employee and about necessary accommodations.

Do not:

- Make medical judgments.
- Ask an applicant if he or she has a disability during a job interview.
- Assume that a work environment will be unsafe if an employee has a disability.

Accommodations

Do:

- Ensure that the recruitment process is accessible to all individuals by providing reasonable accommodations that qualified applicants will need to compete for the job (e.g., applications in alternative formats and accessible route-of-travel to the human resources office).
- Remember that accessibility pertains not only to a physical environment. Application forms and other relevant information should be available in alternative formats for people with visual or cognitive disabilities.
- Develop an accommodations process and ensure all employees are aware of and understand it. For guidance, see the [U.S. Department of Labor's Office of Disability Employment Policy publications page](#).

Do not:

- Assume that accommodations are expensive or difficult to implement. Most are not, and several resources are available to assist in making accommodations.

- Assume that one accommodation will work for all individuals with similar disabilities.
- Assume that a person does not need an accommodation because he or she does not have a visible disability.

Worksite Accessibility Guidelines

In general, the ADA does not require employers to make accommodations unless requested to do so by an individual with a disability. However, individuals with disabilities must be able to participate in all aspects of the application process. Below is a list of steps employers may use to check how well they are fulfilling this responsibility.

- Parking spaces for persons with disabilities should be close to the work site entrance.
- The pathway from the parking area to the entrance should not include abrupt level changes or steps.
- Ramps used to provide access should be appropriately graded and have handrails.
- Doors should be wide enough (36 inches) for people who use wheelchairs. Also, they should be easy to open.
- The human resources office, or location within the work site where the application process is administered, should be accessible.
- The bathroom, water fountain and public telephone should all be useable by and accessible to people with disabilities.
- Elevators should have control panels lower than 54 inches from the floor and raised symbols or numbers on the control panels.
- All signage should include the use of symbols and graphics to be appropriate and accessible for persons with visual, learning and cognitive disabilities.
- The emergency warning system should include both audible and visual alarms.

From: U.S. Department of Labor, Office of Disability Employment Policy

	
POLICY AND STANDARD OPERATING PROCEDURE MANUAL (PPM)	
Title: Formal Complaints/Grievance and Appeals Process	
Issue Date: November 21, 1991	Revision: November 26, 2018
Issued By: VP Children's Services	Approved By: President / CEO

Purpose and Scope: The purpose of this policy and procedure is to establish clear protocols related to formal complaints that include levels of review and the rights and responsibilities of all parties involved. It also ensures that an analysis of formal complaints is used to facilitate change that results in better customer service and outcomes for persons served.


Responsibility: It is the responsibility of the Chief Operating Officer and the Division Vice Presidents to ensure that the requirements of this policy and procedure are adhered to and monitored.

Policy: Recognizing that individuals and/or legal representatives may disagree with decisions made by the organization, Arc Broward has developed procedural safeguards to address such which we believe appropriately protect individuals and/or their families. Procedural safeguards are the checks and balances of the overall system and are intended to protect the interests of individuals and/or legal representatives. Therefore, all applicants for services and current recipients of services will be advised of their right to issue a complaint, grievance and/or appeal including but not limited to the following:

- a) A denial or exclusion from a service offered by the organization,
- b) A perception that there was a failure to take account of an individual's choice of services,
or
- c) An unresolved complaint or perceived rights violations.


Procedure:

- 1) During the intake interview, upon admission and annually thereafter, the Social Service Specialist (SSS), Team Leader (TL) or Coordinator (C) will provide applicants and recipients with written and verbal information regarding the organization's Complaints/Grievance and Appeals process and obtain a signed statement from the individuals indicating receipt and explanation of such. Individuals and their legal representatives will be informed at that time that the submission of a grievance will not result in any form of retaliation or barriers to services.
TI/
- 2) During the intake interview and annually thereafter, the SSS/TL/C will inform individuals that in addition to the Arc Broward Grievance and Appeals Process, they may file a complaint with the DCF Office of Civil Rights (Civil Rights Officer- Southeast Region, Florida Department of Children and Families, 111 S. Sapodilla Ave, #309F, West Palm Beach, FL 33401, (561) 227-6723) and/or the United States Department of Health and Human Services Office for Civil Rights (Attention: Office of Civil Rights, Atlanta Federal Center, Suite 3B70, 61 Forsyth Street, S.W., Atlanta, GA 30303-8909, (404) 562-7881 or TDD (404) 331-2867) if they feel that they have been discriminated against or retaliated against in violation of Section 504 of the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990.


	
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- 3) On an ongoing basis, program staff will make every attempt to resolve concerns and complaints to individuals' satisfaction prior to the institution of the formal Grievance and Appeals processes. The Vice President of the Division (VP) will document the complaints on an annual Complaint Log.
- 4) If the complaint is resolved, the SSS/TL/C will submit the Grievance form and documentation of corrective action to the VP for review. The VP will ensure that comprehensive and appropriate action was taken by program staff. The VP will document the complaint on the Complaint Log.
- 5) If program staff are unable to resolve the issue(s) or rectify situation(s) to the individual's satisfaction or if an individual wishes to appeal denial or exclusion from services or a failure to take account of an individual's choice of services or perceived rights violations, the SSS/TL/C will assist the individual and/or his/her legal representatives/guardians to document the circumstances on a Grievance Form in the section marked "Statement of Concern".
- 6) The SSS/TL/C will forward the completed Grievance Form to the VP of the appropriate division who will make further attempts to resolve the complaint.
- 7) The VP will review the form to determine that the grievance meets the following criteria. It must be:
 - a) A complaint or concern which is specific to the program and/or
 - b) A complaint or concern which cannot be resolved through regular program mechanisms such as the individualized treatment planning process.
- 8) After the VP determines the above, he/she will review and meet with the individual and/or his/her legal representative within 5 working days to discuss the nature of the concern. Within that same time period, the VP will meet with program personnel to review the action taken to date. The VP will provide additional recommendations to address the situation to the satisfaction of the individual and/or his/her legal representative.
- 9) If the grievance is resolved, the VP will forward the Grievance form and documentation of corrective action to the Chief Operating Officer (COO) for review. The COO will ensure that comprehensive and appropriate action was taken by program staff. The COO will document the grievance on the Formal Grievance Log.
- 10) If the grievance remains unresolved, the VP will forward the Grievance Form and documentation of attempts to resolve the complaint to the COO for review. Within ten (10) working days, the COO will schedule a meeting to be held between the individual and/or his/her legal representative and the appropriate program personnel. The COO will ensure the following:

Printed copies are to be considered for Reference Only. See network for current version.

	
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- a) The meeting is voluntary on the part of the both parties,
 - b) The meeting is not being used to delay the individual's right to appeal previous decisions, and
 - c) That the individual or his/her legal representative may invite his/her support coordinator or other appointed Client Advocate for assistance. If the individual is uncertain of how to obtain a Client Advocate, the COO will assist with the process.
 - d) That no additional information or written materials about the issue be shared with the COO prior to the meeting. All pertinent information will be shared during the meeting.
- 11) The meeting will be scheduled and held in a location that is mutually agreed upon and convenient to all parties involved in the process. Any discussions that occur during the meeting will be maintained in a confidential manner.
- 12) The COO will serve as a neutral third party. Because the purpose of the meeting is to include a problem solving process and be non adversarial, both individual and agency staff will be expected to make good faith efforts to resolve the issue. During the meeting, the individual and/or his/her legal representative and agency staff will:
- a) Clearly outline their position and view related to the issue,
 - b) Determine what is wanted from the other party,
 - c) Develop a list if alternative solutions the can be offered to settle the issue,
 - d) Ask others to react to your position, and
 - e) Think about potential solutions that may be either short term or long range.
- 13) If the issue is resolved as a result of the meeting, the COO will write a Final Report within 10 days of the session. The Final Report will be disseminated to the individual and/or his/her family member and the program personnel involved. The Final Report will include the following:
- a) Background information;
 - b) Findings of fact;
 - c) Meeting Conclusions;
 - d) Corrective Actions, if any;
 - e) A Statement about the right to appeal.
- 14) If the issue remains unresolved following mediation, the COO will write a preliminary report and forward such to the President/CEO. The Preliminary Report will include background information, finding of facts and mediation conclusions. The President/CEO will review the report and convene the Administrative Grievance Committee within 5 days of receipt of the report.
- 15) The Administrative Grievance Committee will be chaired by the President/ CEO and will be comprised of the following internal and external representatives:

	
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- a) President/CEO
 - b) Appointed Arc Broward Board Member
 - c) Representative from the Funder (e.g. APD, CSC Broward, Broward County, SBBC, etc.)
- 16) The Administrative Grievance Committee will review the submitted grievance as follows:
- a) The individual declaring the grievance and/or his/her representative will have the opportunity to present concerns but will not be present during the Committee discussion. The Committee will review the Preliminary Report.
 - b) The Committee member's will state his/her opinion and recommendations.
 - c) The Committee will jointly develop a plan of resolution or will rule the grievance as not resolvable.
- 17) The President/CEO will document and present the results in a Final Report, in writing and orally, to the individual and/or his/her representative within one working day of the Grievance Committee decision. A copy of the report will be distributed to the individual's Support Coordinator or the program's Contract Manager.
- 18) The completed Grievance Form and Final Report will be maintained in the individual's Central Record and a copy will be maintained confidentially in a designated file by the COO.
- 19) If the individual is currently enrolled and receiving services provided by the organization, the individual will continue to receive the appropriate services during the pendency of the process or any other action involving the grievance. The individual will not be subject to any form of retaliation or barriers to services except as noted. However, if the COO determines that the continuation of services will place the individual or others served or employed by the organization in potential injury/harm, and has exhausted all other alternatives, he/she may be suspended from receiving services until such time that the Grievance is resolved.
- 20) The COO will conduct a comprehensive analysis of all formal complaints and grievances annually to identify trends, areas needing improvement, actions to be taken to address the improvements needed, and actions taken or changes made to improve performance and will provide a report of this analysis, along with assigned responsibilities for all actions prescribed, to the leadership team.

Revision Date	Rev. #	Revision Description/Details	Approved by:
11/21/91	Rel	Initial Release	President/CEO
11/26/18	1	Combined policy and procedure; Added purpose and scope; Modified position titles	VP Childrens