

AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Meeting Date 6/24/14	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; padding: 5px; text-align: center;"> Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No </td> <td style="width:50%; padding: 5px; text-align: center;"> Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </td> </tr> </table>	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Agenda Item Number FF-4
Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

TITLE:

New Agreement between CareerSource Broward and The School Board of Broward County, Florida, for the Innovative Concepts (iCon) program.

REQUESTED ACTION:

Approve the Agreement between CareerSource Broward and The School Board of Broward County, Florida. The contract period is July 1, 2014 through June 30, 2015.

SUMMARY EXPLANATION AND BACKGROUND:

The School Board of Broward County, Florida has been awarded a grant in the amount of \$684,152 for the Innovative Concepts (iCon) Program funded by CareerSource Broward from federal WorkForce Investment Act (WIA) funds. The program will facilitate validated research-based strategies aimed at increasing student achievement and career options for youth by incorporating work readiness, entrepreneurship, financial literacy skills, and life skills. The criteria for the program that will serve a total of 360 students who are: 1) between the ages of 16 and 19 years old; 2) economically disadvantaged and have at least one barrier to employment; 3) have not completed high school or obtained a GED, and 4) in need of additional assistance to complete high school. The iCon Program has been in operation for three years, and will continue at the following schools: Blanche Ely, Boyd Anderson, Deerfield, Dillard, Fort Lauderdale, Hallandale, McArthur, Piper, Plantation, South Broward, and Stranahan High Schools. The iCon Program will partner with Helping Abused Neglected Disadvantaged Youth (HANDY) and Junior Achievement (JA). These partners will work in the schools with our students to provide instruction in entrepreneurship, financial literacy skills, and life skills.

This Agreement No. 2014-2015-CR-2335-iCon 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: Continuous Improvement
- Goal 3: Effective Communication

FINANCIAL IMPACT:

There is a positive financial impact of \$684,152 to the District. The source of funds is the federal Workforce Investment Act (WIA). There is no additional financial impact to the District.

EXHIBITS: (List)

Executive Summary
 Agreement between CareerSource Broward and The School Board of Broward County, Florida, for the Innovative Concepts (iCon) program.

BOARD ACTION:

APPROVED

(For Official School Board Records' Office Only)


SOURCE OF ADDITIONAL INFORMATION:

Enid Valdez	754-321-8444
Name	Phone

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Brian Kingsley, Acting Chief Academic Officer
Office of Academics

JUN 24 2014

Approved in Open Board Meeting on: _____

By: _____  School Board Chair

EXECUTIVE SUMMARY

Below is an executive summary for the New Agreement between CareerSource Broward and The School Board of Broward County, Florida, which supports the academic and personal enrichment of students in Broward County Public Schools.

Grant Program	Innovative Concepts (iCon) program
Status	Request approval of the new Agreement between CareerSource Broward and The School Board of Broward County, Florida. The contract period is July 1, 2014 through June 30, 2015.
Funds Requested	\$0
Financial Impact Statement	This grant will bring \$684,152 to the district.
Schools Included	Blanche Ely, Boyd Anderson, Deerfield, Dillard, Fort Lauderdale, Hallandale, McArthur, Piper, Plantation, South Broward, and Stranahan High Schools.
Managing Department/School	Career, Technical, Adult and Community Education (CTACE) Department
Source of Additional Information	Enid Valdez 754-321- 8444
Project Description	The School Board of Broward County, Florida has been awarded a grant in the amount of \$684,152 for the Innovative Concepts (iCon) Program funded by CareerSource Broward from federal WorkForce Investment Act (WIA) funds. The program will facilitate validated research-based strategies aimed at increasing student achievement and career options for youth by incorporating work readiness, entrepreneurship, financial literacy skills, and life skills. The criteria for the program that will serve a total of 360 students who are: 1) between the ages of 16 and 19 years old; 2) economically disadvantaged and have at least one barrier to employment; 3) have not completed high school or obtained a GED, and 4) in need of additional assistance to complete high school. The iCon Program has been in operation for three years, and will continue at the following schools: Blanche Ely, Boyd Anderson, Deerfield, Dillard, Fort Lauderdale, Hallandale, McArthur, Piper, Plantation, South Broward, and Stranahan High Schools. The iCon Program will partner with Helping Abused Neglected Disadvantaged Youth (HANDY) and Junior Achievement (JA). These partners will work in the schools with our students to provide instruction in entrepreneurship, financial literacy skills, and life skills
Evaluation Plan	Grant deliverables are reviewed by CareerSource Broward through monthly meetings with CTACE.
Research Methodology	Evaluation plan is aligned with Federal Regulations, as the Federal Government is the source of funds received by CareerSource Broward.

AGREEMENT NO. 2014-2015-CR-2335-ICON
(PROGRAM YEAR 2014-2015)

BETWEEN

CAREERSOURCE BROWARD

AND

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

CFDA#17.259 WIA YOUTH

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AGREEMENT NO. 2014-2015-CR-2335-ICON

CFDA #17.259 WIA YOUTH

THIS AGREEMENT, is entered into this 24th day of June, 2014, by and between CareerSource Broward (hereinafter referred to as CSBD), the administrative entity for the CareerSource Broward Council of Elected Officials which is a consortium of the Cities of Fort Lauderdale and Hollywood and Broward County, existing under and by virtue of the laws of the State of Florida as an Inter-local Governmental Agency, and the administrative entity for the Broward WorkForce Development Board, Inc., a not for profit corporation having its principle office at 6301 N.W. 5th Way, Suite 3000, Ft. Lauderdale, FL 33309, and The School Board of Broward County hereinafter referred to as Contractor, 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.

WITNESSETH THAT:

WHEREAS, CSBD has entered into an Agreement with the Governor of the State of Florida for a grant for the implementation of workforce development programs, AND

WHEREAS, the elected officials comprising CareerSource Broward Council of Elected Officials, the Broward WorkForce Development Board, Inc., and the officials of the State of Florida are desirous of providing workforce development services which will lead to maximum employment opportunities and enhance self-sufficiency; AND

WHEREAS, CSBD desires to engage the Contractor to serve CSBD as a sub-recipient by carrying out the below described activities;

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 understand and agree as follows:

ARTICLE 1

AGREEMENT PURPOSE

1.1 Purpose

It is the purpose of this Agreement to state the covenants and conditions under which the Contractor 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 Investment Act of 1998, 20 U.S.C. 2801 et seq., or as it may be amended, the Regulations promulgated there-under at 20 CFR 652 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 Contractor's budget attached hereto as Exhibit B, the following definitions are applicable to the program operated by the Contractor and to the terms and conditions of this 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 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 Contractor.

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 Agreement.

2.4 Amendment

A modification to this 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 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 Contractor's financial operations are being properly conducted, financial reports are being presented fairly and applicable laws and regulations are being complied with. All Contractors including commercial organizations pursuant to 20 CFR 200(b)(2)(ii) must submit an audit of the program funded under this Agreement as is further delineated herein. For purposes of this Agreement an Audit shall mean an OMB Circular A-133 Audit.

2.8 Barriers to Employment

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

2.9 Basic Skills Deficient

An individual whose English, reading, writing, or computing skills are at or below a level of 8.9 on a generally accepted standardized test or a comparable score on a criterion-referenced test.

2.10 Broward Workforce Development Board, Inc.

The regional workforce board, which is also referred to as the BWDB.

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 Catalog of Federal Domestic Assistance

Also referred to as the CFDA. This contains numbers assigned to the various federal grants and funding streams. The CFDA numbers for the grants and funding streams awarded under this Agreement can be found on the cover of this Agreement.

2.13 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.

2.14 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.

2.15 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.

2.16 Commercial Organization

A private-for-profit entity.

2.17 Contractor

The School Board of Broward County, Florida

2.18 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.

2.19 Cost Reimbursement Contract

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 Contractor maintain the documentation necessary to support the cost. This contract is a cost reimbursement contract.

2.20 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.

2.21 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. Only applicable to the WIA statutory measures.

2.22 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.

2.23 Department of Children and Families

Also referred to as DCF.

2.24 DEO

The State of Florida Department of Economic Opportunity.

2.25 Dislocated Worker

In accordance with the WIA 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 to demonstrate, to the appropriate entity at a One-Stop Center referred to in section 134(c), 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 training services described in section 134(d)(4), intensive services described in section 134(d)(3), or supportive services, 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 WIA.”

2.26 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.

2.27 Economically Disadvantaged

One of the criteria defined in the WIA for prioritizing adults for intensive services and training and the requirements applicable in determining that a youth or adult is eligible to participate in a WIA or TANF funded program.

2.28 Eligible or Eligibility

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

2.29 Eligible Providers of Training List

This is a list of training institutions compiled pursuant to WIA requirements approved by the BWDB, Inc. for the purpose of making a referral of a participant under this Agreement for training. Also referred to as EPTL.

2.30 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.

2.31 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 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.

2.32 Funding Stream

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

2.33 Governor

The Chief Executive Officer of the State of Florida.

2.34 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.

2.35 Individual Training Account (ITA)

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

2.36 Industry Based Training

This is a WIA 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 for not less than fifty percent (50%) of the cost of the training.

2.37 In School Youth

An individual who is in secondary school and is between the ages of 14 - 21.

2.38 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.

2.39 Offender

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

2.40 OJT

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

2.41 Out of School Youth

An individual eligible for WIA services, 14 or older who has not yet reached their 22nd birthday and who is a high school dropout or has a high school credential but is basic skills deficient, unemployed or under-employed in accordance with the WIA definition for under-employed. Youth enrolled in alternative education programs at the time of registration are considered in school youth.

2.42 Participant

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

2.43 Personal Responsibility and Work Opportunity Reconciliation Act

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

2.44 PELL Grant

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

2.45 Post-Secondary Institution

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

2.46 Pre Test and Post Test

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

2.47 Profit

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

2.48 Program

The activities and services to be provided by Contractor under and pursuant to this Agreement.

2.49 Program Costs

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

commercially available training packages, tuition, and OJT reimbursements.

2.50 Program Year

The program year is July 1 to June 30.

2.51 Program Income

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

2.52 Retention

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

2.53 School Drop Out

An individual no longer attending school and who has not received a secondary school diploma or a GED.

2.54 Service Provider

Also referred to as the provider or contractor.

2.55 Slot

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

2.56 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.

2.57 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 Agreement. The various funding streams under which an individual may be served may limit support.

2.58 Tuition

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

2.59 The United States Department of Labor.

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

2.60 The Workforce Investment Act of 1998

Also referred to as the WIA. Whenever the terms Workforce Investment Act, or WIA appear in the text of this Agreement, they refer to the Workforce Investment Act of 1998, 20 U.S.C. 2801 et seq., and the regulations promulgated thereunder.

2.61 Work Activity Plan

A plan, which details when specific elements of performance will be achieved by the Contractor 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.

2.62 Work Experience

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

2.63 Youth

An individual who is at least 14 and not yet 22 years old. A youth under the WIA must meet the WIA eligibility requirements.

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 the Workforce Investment Act of 1998 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 Contractor agrees to implement this Agreement in accordance with the federal, state and local laws, regulations, policies, and procedures applicable to the funding streams identified in Contractor's budget. Contractor understands that nothing in this Agreement will relieve Contractor from adherence to applicable federal, state, and local laws and regulations. Any conflict or inconsistency between the above and this 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 the Federal Office of Management and Budget Circulars, federal regulations governing federal funding streams, the State DEOs, CSBD policies, and the budget attached to this Agreement as Exhibit B. Any conflict or inconsistency between the above and this 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 Agreement shall be six hundred eighty four thousand, one hundred fifty two dollars and zero cents (\$684,152.00) in accordance with the budget attached hereto as Exhibit B, for WIA programs and services for the period July 1, 2014 through June 30, 2015.

- b. Any funds not expended for the period July 1 through June 30, of each program year during which this Agreement is in effect may not be used to support the programs funded under any amendment extending this Agreement for a successive program year.
- c. If Contractor is a commercial organization and has included profit as a part of a line item budget, Contractor shall not be entitled to be paid for that line item until all goods and/or services under this Agreement have been received. This clause is subject to any additional limitations contained in this Agreement.

3.2.2 Payments Limited to the Program and Cost Reimbursement Budget

Funds will be made available to the Contractor 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 B. Funds awarded under this Agreement or an amendment to this 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 Agreement or as it may be amended.
- c. The terms and conditions of this Agreement, including the supporting detail and positions approved in the budget attached to this Agreement as Exhibit B. The detail for line items not described in Exhibit B 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.
- 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

Contractor 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 Agreement.

3.3.2 Segregation of Contract Funds

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

3.3.3 Prohibition Against Advances

In no case shall Contractor be paid in advance of work performed or services rendered.

3.3.4 Contractor Responsible for Actions of Employees and Representatives

Contractor shall be responsible for the actions of its representatives, employees, and instructors with regard to all aspects of the Contractor'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, Contractor shall allow CSBD to evaluate Contractor's fiscal and personnel systems in order to be assured of Contractor's capability to manage the program or project funded by this Agreement or any amendment hereto.

3.3.6 Contractor 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 Contractor is responsible for obligating funds which shall be reimbursed or paid to a third party by CSBD, such as but not limited to support services or tuition payments, Contractor 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 training and support services will become Contractor's responsibility for payment. Sums obligated by Contractor in excess of the amounts budgeted by CSBD will be deducted from invoices due Contractor and/or will have to be reimbursed to CSBD by Contractor should Contractor's invoices be insufficient to cover the expense.

3.4 Deobligation and Failure to Perform

3.4.1 Deobligation 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 Contractor. CSBD may deobligate or redistribute the funds under this Agreement or any amendment hereto, to alternate Contractors to the extent that either the Contract is fully or partially terminated, the Contractor is not able to perform effectively, or Contractor's total program costs will not be expended in accordance with the amount of funds awarded under this Agreement. De-obligation for failure to meet contract schedules for the delivery of services shall be governed by Contractor's adherence to the Work Activity Schedule as referenced in Exhibit K.

3.4.2 Funds Limited to the Contract Program

Funds accrued or allocated to the Contractor under this Agreement or any amendment to this Agreement cannot be used by the Contractor to support other programs operated by the Contractor even under a different Agreement or amendment with CSBD. Nor can the funds be carried over to a new contract or amendment without the express written permission of CSBD.

3.4.3 Agreement Contingent Upon CSBD's Receipt of Funds

- a. This Agreement is subject to the appropriation of funds by the Florida Legislature. As provided in Section 287.0582, Florida Statutes, the "State of Florida's performance and obligation to pay [to the extent a payment obligation can be gleaned from the terms set forth herein] under this Agreement is contingent upon an annual appropriation by the Legislature."
- b. Contractor agrees and understands that funds allocated to the Contractor under this Agreement or any amendment or modification hereto are contingent upon CSBD's receipt of the federal grant funds under which this Agreement is funded. CSBD, therefore, reserves unto itself the right to unilaterally deobligate, modify or amend Contractor's budget in proportion to CSBD's funding level and at the sole discretion of CSBD or if necessary, to suspend or terminate this Agreement or any amendment hereto instantaneously and as may be necessitated by CSBD's funding levels. Any deobligation, modification or amendment of the funds allocated in the Contractor's Agreement, or any amendment hereto, shall be effective upon notification to the Contractor by CSBD. CSBD shall provide Contractor 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 Contractor shall have any obligation whatsoever to complete or otherwise continue the Program.
- c. Contractor funding shall be subject to the deobligation policy adopted by the State. To the extent that Contractor expenditure rates result in the deobligation of funds allocated to CSBD by the State, this Agreement may be unilaterally amended to reduce the total funds available in proportion to the funds deobligated.

3.5 Method of Payment

3.5.1 Invoicing

In order to receive payment Contractor 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 Contractor's budget and as governed by the rules applicable to the

funding streams and grants awarded to Contractor. The invoice must be accompanied by all documentation necessary to substantiate the expenses for which Contractor 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 Contractor'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

- a. Invoices must be submitted no later than fifteen (15) days following the end of the month for which Contractor is seeking reimbursement. The final invoice must be submitted within fifteen (15) days of the end of the month for which contractor 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.
- b. Invoices for the performance required for Contractor to be paid the amount withheld for performance shall be submitted within thirty (30) days following notice from CSBD of the final determination of performance. Invoices submitted after that date shall be paid at the discretion on CSBD.

3.5.3 Invoice Errors

- a. Contractor shall be trained on the correct way to submit invoices for reimbursement of expenses. Following the training, Contractor will receive a written warning from CSBD if Contractor submits invoices:
 - i. Containing mathematical errors, or
 - ii. Which seek reimbursement for items not covered by the budget, or

- iii. Which are late, or
 - iv. Which do not have the appropriate supporting documentation.
- b. If after training and a written warning an invoice is submitted to CSBD for payment and the invoice contains mathematical errors, or seeks reimbursement for items not covered by the budget, or is late, or does not have the appropriate supporting documentation, Contractor'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 expended costs incurred in the acquisition or leasing of capital and expendable equipment as approved by CSBD, Contractor shall be required to comply with Article 3, Section 3.7, Property Management, of this Agreement. All capital expenditures must be approved by CSBD in advance and shall be subject to the governing OMB Circular. Funds under this 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

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

- a. For mileage reimbursement requests, Contractor shall use the CSBD mileage form or their own form which contains the same information. Mileage from home to work will not be reimbursed. Contractor is limited to the CSBD rate when reimbursing its staff for mileage.
- b. For staff payroll reimbursement requests, Contractors 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. Contractor must submit copies of the front and back of cancelled checks where applicable to substantiate expenditures in order to be reimbursed. For purchases, Contractor shall also submit all procurement documentation, and a copy of the front and back of the cancelled check.
- d. For proprietary materials such as books and supplies, Contractor 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, Contractor shall provide a copy of the lease and, as appropriate, a copy of the entire phone bill, utility bill, and/or rental Agreement along with the front and back of the cancelled check.

3.5.6 Credits

In the event Contractor requests a reimbursement for a security deposit on leased equipment or space or other good or service, which payment will be reimbursed to Contractor at a later date or makes a payment in advance for a good or service for which a credit is later due Contractor, or receives a credit or discount for an over payment or an aggregated volume purchase or any other discount or reduction in cost, Contractor 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 Contractor, from any outstanding invoice under this Agreement or any Agreement in force between CSBD and the Contractor at the time of identification of the credit, returned payment, discount or other financial benefit made available to Contractor as a result of funds made available to Contractor under this 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 Agreement and shall survive the termination of this Agreement.

3.5.7 Changes to the Budget

Any change to the budget requires the submission in writing by the Contractor and approval by CSBD of a Contract Amendment Request and the execution of an amendment.

3.5.8 Release of Claims Upon Final Payment

The Contractor, upon final payment of amounts due under this Agreement, less any credits, refunds, or rebates due to CSBD, hereby releases and discharges CSBD from any financial claims arising from this 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 Contractor 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 Agreement upon written request by the Contractor 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 Agreement or any amendment hereto. Title to property purchased with funds made available through this Agreement shall vest with the State of Florida and/or CSBD and the property shall be returned to CSBD upon termination of this Agreement.
- b. Contractor shall not use contract funds to purchase a part or portion of personal property.
- c. In the event that Contractor enters into a lease for real property with funds under this Agreement:
 - i. Contractor shall assure the lease contains a deobligation clause similar to that contained in this Agreement.
 - ii. The lease shall not obligate CSBD.
 - iii. If the lease is for a facility owned by Contractor then lease payments shall be limited in amount in accordance with the OMB Circulars.

3.7.2 Contractor Procurement Requirements

Contractor 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 Agreements, insurance, construction, maintenance, professional and consultant services, as needed to carry out the terms of this Agreement.

- a. Procurements with an aggregate cost of five thousand dollars (\$5,000.00) or less may be considered a small business purchase and shall not require any formal procurement. If Contractor does request telephone quotes Contractor shall keep a record of the entities contacted for the purpose of securing any quotes and shall record the quotes received. Contractor 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 (\$5,001.00) up to twenty four thousand nine hundred and ninety nine dollars (\$24,999.00), Contractor shall secure three (3) written quotes, and shall purchase the item(s) based upon the lowest responsive quote received. Contractor 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 twenty-five thousand dollars (\$25,000.00), or more Contractor shall publicly advertise and competitively procure such items, and shall purchase the item(s) based upon the lowest responsive bid received. Contractor 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. Contractor shall secure CSBD's written approval for the purchase of items not included in Contractor's budget.

- e. Contractor 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 Agreement.

3.7.3 Contractor Use of Alternative Procurement System

If Contractor has developed a purchasing system, which it wishes to utilize in place of the system outlined in Article 3, Section 3.7.2, Contractor 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 Contractor's purchasing requirements meet the minimum standards established by the State of Florida for programs operated under the WIA.

3.7.4 Contractor's Failure to Produce Records

Contractor expressly agrees that it shall reimburse CSBD for any funds expended under this Agreement or amendment hereto when the Contractor 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 Contractor's invoice, CSBD shall provide Contractor with inventory tag numbers for property purchased with funds granted to Contractor under this Agreement which tags Contractor shall attach to the property.

3.7.6 Insurance Coverage for Property

- a. Contractor shall provide insurance coverage for all property purchased with CSBD funds in the event of loss or damage and shall list CSBD as the named insured with regard to such property.

- b. Any loss, theft, or damage to CSBD/State property, along with the property's inventory tag number shall be reported to CSBD and the local police department as soon as possible following discovery of the loss, theft, or damage, but in any case not later than thirty (30) days following the actual loss, theft, or damage.
- c. Any recovery made by Contractor following a report to Contractor's insurer of the loss, theft, or damage shall be reported to CSBD. CSBD will then inform Contractor 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 Agreement, Contractor 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 Contractor or CSBD. The physical inventory shall contain a reference to the Contract 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 Agreement or any amendment hereto under which the property was purchased, Contractor agrees to return to CSBD all property purchased with funds under this Agreement or any amendment hereto except where Contractor and CSBD agree that Contractor may continue to utilize such property for another WIA, WTP or other grant funded activity. Any such Agreement must be in writing and signed by CSBD's President/CEO.

- a. Contractor 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 Agreement so that their access to the CSBD network can be terminated,
- b. Contractor shall ensure that any equipment issued which was purchased with funds provided by CSBD or any equipment placed on Contractor's site by CSBD is collected from a terminated employee prior to their departure.

3.8 Contract Closeout

3.8.1 The Contractor shall comply with all provisions of CSBD's Contract Closeout Procedures.

3.8.2 Closeout of the program funded under this Agreement upon termination of this Agreement shall be performed in accordance with the terms and conditions of WIA 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 Agreement. Contractor 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

Contractor 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

Contractor 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 Agreement. The cost allocation plan and supportive documentation shall be included in the audit of Contractor's program.

END OF ARTICLE 3

ARTICLE 4
GENERAL CONDITIONS

4.1 Contractor's Request for Proposal Response

4.1.1 Adherence to the Terms and Conditions of the RFP

- a. Contractor 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 K and incorporated by reference.
- b. To the extent that any terms or conditions conflict with the terms and conditions as stated in this Agreement the language of the Agreement shall control.
- c. Contractor agrees to provide CSBD and participants referred to Contractor with the program and services described in Contractor'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 Agreement provided by a federal agency, the Governor, or CSBD to the Contractor 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 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 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 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 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 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 Contractor's obligations under this Agreement.

4.3.2 Prohibition of Use of Funds for Religious Activities

Contractor shall not use any funds appropriated under this 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.

4.4 Non-Discrimination

4.4.1 Compliance with Title VI of the Civil Rights Act

Contractor 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 Contractor 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

Contractor 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

Contractor 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

Contractor 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

Contractor 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 Agreement.

4.4.6 Compliance with WIA Non-Discrimination Requirements

If Contractor is funded to provide WIA services Contractor agrees:

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

Contractor 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 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

Contractor 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 WIA Title I financially assisted program or activity. Participation in WIA 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

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

e. Harassment Free Workplace

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

4.4.7 Complaint Procedures

Contractor 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 Contractor 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 WIA programs operated by Contractor other than civil rights complaints. Contractor agrees to be bound by any decision arrived at as a result of taking part in the procedure. With respect to WIA 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 WIA Regulations.

4.5.2 Contractor 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 Contractor of customer complaints about the workforce system received from the State or other external sources Contractor 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 Contractor's favor are subject to state and federal approval and 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, Contractor shall comply with the State or federal determination and in the event of a questioned or disallowed cost Contractor 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 Contractor 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 Contractor.

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 Contractor 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.

4.7 Subcontractors

4.7.1 Prohibition Against Assignment and Subcontracting

The contractor shall not assign, delegate, 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 Agreement without CSBD's prior written approval.

4.7.2 Subcontracts Must Be in Writing

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

4.7.3 Subcontracts Subject to Applicable Laws

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

4.7.4 Subcontracts Subject to Procurement Requirements

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

4.7.5 Notice of Actions Involving Subcontractors

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

4.8 Notice

4.8.1 Notice to CSBD

All notices required to be given to CSBD under this Agreement shall be sufficient when hand delivered or mailed to CSBD at its office at 6301 N.W. 5th Way, Suite 3000, 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 Contractors

All notices required to be given to the Contractor under this Agreement shall be sufficient when hand delivered or mailed to the Contractor at its office located as stated on page one (1) of this Agreement.

4.9 Assurances and Certifications

Contractor understands that CSBD is bound and must comply with the Assurances and Certifications appended hereto as Exhibit A.

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 Agreement as if such documents were set forth verbatim and at length herein.

- a. Exhibit A – State Assurances and Certifications.

- b. Exhibit B – The budget.
- c. Exhibit C – Drug Free Workplace Certificate.
- d. Exhibit D – State Individual Non-Disclosure and Confidentiality Certification Form.
- e. Exhibit E – State Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement).
- f. Exhibit F – Collective Bargaining Form if Contractor is providing a work experience and serving as a host site.
- g. Exhibit G – The HIPAA Business Associate Agreement, if applicable.
- h. Exhibit H – Debarment Form.
- i. Exhibit I – Lobbying Form.
- j. Exhibit J – Lobbying Certification Form.
- k. Exhibit K – The Request for Proposal and Contractor's Request for Proposal Response except as it has been modified by Article 7 the Work Statement including the Work Activity Schedule submitted by Contractor with their proposal response.
- l. EXHIBIT L - The WIA, **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 Contractor's budget.
- m. Exhibit M - Child Labor Laws, as applicable. Exhibit M - 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).
- n. Exhibit N - Immigration and naturalization service regulations for employers and employees **Public Law** 107 -124 and 107-125

4.10.2 Exhibit K is a public record and is in the possession of Contractor and CSBD; it is not attached to the Agreement and is maintained in the CSBD Offices. Exhibits L, M, and N, are public laws and are not attached to this 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 Agreement and Exhibits will be furnished to the Contractor by CSBD.

4.11 Vested Powers

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

4.12 Termination

4.12.1 This Agreement may be terminated as follows:

- a. CSBD or Contractor may request a termination for convenience upon thirty (30) days prior written notice to Contractor or such shorter period as may be mutually agreed to by the Contractor and CSBD. Contractor 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 Contractor after the effective date of termination of the Agreement or any amendment hereto.
- b. CSBD may immediately terminate this Agreement if for any reason either the federal government or the State of Florida fails to provide CSBD the Grant, under which this Agreement is funded.
- c. CSBD may terminate this Agreement at any time that the CSBD authorized representative, which shall be the President/CEO, determines that:
 - i. Contractor has failed to provide any of the services Contractor has contracted to provide; or
 - ii. Contractor has failed to comply with any of the provisions contained in this Agreement or any amendment hereto; or
 - iii. Contractor fails to perform in whole or in part under this Agreement or fails to make sufficient progress so as to endanger performance of Contractor's obligations to provide the contracted for programs or services; or

- iv. Contractor has failed to comply with the Statutes or Regulations applicable to the programs/services funded by this Agreement or any amendment hereto; or,
- v. Contractor has failed to take corrective action as described in Article 4 section 4.12.2, or
- vi. Contractor 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 Agreement.
- vii. Contractor 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 Agreement under the provisions set forth in Article 4, Section 4.12.1, above, CSBD may immediately suspend the Agreement and refuse any payments due the Contractor. The Contractor shall be notified in writing of CSBD's suspension and of CSBD's termination of the Agreement. If CSBD allows the Contractor a period of resolution to correct the problem, then Contractor 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 Contractor effective from the time of the original suspension.

4.12.3 Suspension of Payments

CSBD may immediately suspend payment to Contractor at any time that the CSBD President/CEO has sufficient cause to seek termination of this Agreement as described in Article 4, Section 4.12. If CSBD grants the Contractor 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 Contractor in the Event of a Termination

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

4.12.5 Contractor Liability

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

4.13 Maintenance of Effort

4.13.1 Prohibition Against Displacement

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

4.13.2 Contractor Assurance

To assure maintenance of effort the program funded by this 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 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 Agreements or result in the substitution of federal funds made available by this Agreement to subsidize work that would otherwise be performed by the Contractor.
- 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 Agreement, which will infringe in any way upon the promotional opportunities of a currently employed individual.
- e. When Contractor anticipates a situation, such as that described in Article 4, Section 4.13 above, Contractor 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 Agreement:

- a. When any other individual is on lay-off from the same or any substantially equivalent job; or
- b. When the employer/Contractor 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 WIA or paid for with WIA funds.

4.13.4 Relocation

Contractor shall not use any of the funds under this Agreement to encourage, or induce the relocation of an establishment. Contractor shall not enter into any 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

Contractor 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 Contractor. Contractor shall make full disclosure regarding any procurements which are not arm's length including small business purchases, and may not enter into any 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 Contractor'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 Agreement, or who is responsible for carrying out the obligations under this 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 Contractor nor any individual whose salary is funded in whole or in part under this Agreement, or who is responsible for carrying out the obligations under this Agreement for the Contractor, shall enter into a contract, and/or purchase goods, and/or services with funds made available under this Agreement from:

- A. A member of that individual's immediate family.

- B. A member of Contractor'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 Agreement

4.15.1 Davis Bacon Wages

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

4.15.2 Copeland Anti-Kickback Act

Contractor 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

Contractor 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 Agreement or amendments hereto. If Contractor violates this provision, Contractor 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 Contractor shall also be subject to the immediate suspension of payments by CSBD under this Agreement and amendments hereto and immediate termination by CSBD of this Agreement and any amendments hereto.

4.16.2 Prohibition Against Solicitations and Gratuities

Contractor agrees and understands that no officer or employee of the Contractor shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential sub-contractor or employer or from any staff person or elected official connected with CSBD.

4.16.3 Prohibition Against the Payment of Fees

Contractor agrees and understands that no funds provided for by this 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 WIA.

4.16.4 Prohibition Against Lobbying

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

4.17 Child Labor Laws and the Pro Children Act

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

4.18 Collective Bargaining Agreements

4.18.1 Application of Collective Bargaining Agreements

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

4.18.2 Activities Inconsistent with Collective Bargaining Agreements

If a program to be funded under this Agreement would be inconsistent with the terms of a collective bargaining Agreement, then Contractor 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

Contractor shall not use any funds appropriated under this 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. Contractor 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

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

4.20 Working Conditions

4.20.1 Appropriate Conditions

Contractor 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

Contractor 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 Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 et al and 29 CFR part 5.

4.20.5 Contributions to Retirement Systems

No funds available under this 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 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 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

Contractor 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 Agreement. Contractor shall make provision for accounting for such funds and returning the income to CSBD.

4.21.4 Contractor Use of Program Income

In the event that Contractor wishes to use program income to further or enhance activities funded by this 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 Agreement, it shall be accounted for in accordance with the terms and conditions governing all funds awarded under this Agreement.

4.22 Insurance and Bonding

The Contractor shall maintain during the term of this 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

Contractor shall secure Fidelity Insurance to provide coverage for the amount awarded under this contract or in the event that Contractor has several contracts with CSBD, for the total amount of funding awarded to Contractor under all the 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 Agreement. The Contractor

agrees to reimburse CSBD for any loss incurred by CSBD under this Agreement. Contractor shall be liable for any sums not covered and/or paid by their insurer.

4.22.3 Property Damage

Contractor 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

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

4.22.7 Addition of CSBD as a Named Insured

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

4.22.8 Failure to Maintain Insurance

Contractor shall not cancel, materially change, or not renew insurance coverages affecting this contract before final payment by CSBD is made to the Contractor. Contractor 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 Contractor with non-federal funds. Failure to maintain the insurance coverages required herein, may result in termination of the contract.

4.23 Independent Contractor

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

4.24 Indemnification Applicable to State Agencies and Governmental Entities

If Contractor is a state agency as defined in Chapter 768.28, Florida Statutes, Contractor 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 Contractor 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 Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CSBD any sums due Contractor under this Agreement may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

4.25 Indemnification Applicable to Private-For-Profit, Public-Not-for-Profit and Private-Not-for-Profit Entities

Contractor shall at all times hereafter indemnify, hold harmless and, at CSBD's option, defend or pay for an attorney selected by the County Attorney to defend CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, caused by a negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or

damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CSBD any sums due Contractor under this Agreement may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSBD.

4.26 Additional Indemnification

In addition to other indemnification and assumption of liability agreed to herein, Contractor shall be responsible for the cost of legal defense awards, damages, penalties and/or fines for claims brought against Contractor and also naming CSBD for acts of commission and/or omissions on the part of the Contractor in relation to employees, consultants, agents or persons providing goods and/or services under this Agreement to Contractor. Contractor may secure Directors and Officers Liability Insurance for coverage of such contingencies. Costs attributable to such coverage may be paid for with funds provided under this Agreement so long as it they are budgeted for within the line items of the budget attached as Exhibit B.

4.27 Rights and Remedies Not Waived

No payment by CSBD to Contractor shall be construed as a waiver by CSBD of any breach or default of Contractor in the performance of any condition of this 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.

4.28 Conflict of Interest

4.28.1 Contractor 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.

4.28.2 Contractor asserts and assures that it is in compliance with the WIA and other federal and state applicable conflict of interest restrictions.

4.28.3 Contractor 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.

- 4.28.4 Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to performance under this Agreement.
- 4.28.5 Contractor agrees that none of its officers or employees shall during the term of this 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.
- 4.28.6 In the event Contractor is given written authorization from CSBD to utilize subcontractors to perform any services required by this Agreement Contractor agrees to prohibit such subcontractors by written contract, from having any conflicts as within the meaning of this section.

4.29 Applicability of Governing Laws

This 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 Agreement shall be in Broward County, Florida.

4.30 Contracts in Excess of \$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].

4.31 Representation Regarding Quality

4.31.1 Contractor represents that all person delivering the services required by this 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 Agreement and to provide and perform such services to CSBD's satisfaction for the agreed compensation.

4.31.2 Contractor shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of services under this Agreement.

4.31.3 Contractor shall perform its duties, obligations, and services under this Agreement in a skillful, respectable and cost conscious manner. The quality of Contractor'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.

4.32 Transportation Requirement

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

END OF ARTICLE 4

ARTICLE 5

PROGRAM REQUIREMENTS

5.1 Monitoring

5.1.1 Contractor's Responsibility

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

- a. Contractor shall develop a protocol and process for self-monitoring their fiscal, program operations and deliverables under this Agreement. Self-monitoring shall include validation of Contractor's data entry. Contractor 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. Contractor shall submit their monitoring schedule to their CSBD Program Manager by July 10 of each program year that this Agreement is in effect.
- b. Within five (5) business days following the completion of the self-monitoring protocol Contractor shall submit a copy of their monitoring report which shall include any findings identified and Contractor's proposed corrective action to their CSBD Program Manager. The CSBD Program Manager shall inform Contractor in writing regarding acceptance of the proposed corrective action or shall provide Contractor with additional instructions on resolving any of the findings.
- c. The Self-Monitoring required by this 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 Contractor'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 Contractor, may result in a determination that Contractor 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 Agreement or non-payment of that amount of the performance holdout related to required corrective action of monitoring findings.

5.1.2 Contractor'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 Contractor's program.

5.2 Access to Records

5.2.1 Availability of Records

- a. At any time during the term of this Agreement, or at any time during the record retention period following termination of this Agreement, Contractor shall make all contracts, invoices, payroll records, personnel files, and any and all other records relating to the program, funded by this 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 Agreement and amendments hereto.
- b. Contractor shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Contractor pertaining to any program funded by this 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 Contractor may at the time of the request no longer be operating programs for CSBD or be a Contractor of CSBD.

- c. Contractor must make all records described in this Agreement available to CSBD, the State or the Federal government in Broward County, Florida.
- d. Contractor 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 Contractor with a schedule of the monitoring visits.

5.2.2 Freedom of Information

Records maintained in support of the program funded by this 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

Contractor shall keep copies of all records, accounts, and documents pertaining to the operation of this Agreement or any amendment hereto for not less than five (5) years following the expiration of this Agreement. However, if any audit, claim, litigation, negotiation or other action involving this 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

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

5.3.3 Property Records

Contractor shall maintain all records pertaining to any property purchased with funds under this 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 Agreement or any amendment hereto.

5.3.5 Production of Reports and Records

Contractor understands and agrees that when requested, Contractor 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 Agreement. Failure to comply with this provision will result in CSBD's withholding the Contractor's reimbursement until such time that the Contractor complies with CSBD's request.

5.4 PELL Grants and Other Financial Aid

5.4.1 Application for PELL

Contractor 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 WIA

If Contractor 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 Contract Terms

The failure of CSBD to strictly enforce any of the provisions of this Agreement, or to require strict performance by the Contractor 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 Agreement or any part hereof, or waive the right of CSBD to enforce each and every provision herein. The Contractor is responsible for fulfilling all terms and conditions of this Agreement. While CSBD may monitor the Contractor's performance under this Agreement, the Contractor remains solely responsible for its performance. CSBD's monitoring of the 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. Contractor shall provide for the conduct of an external audit of the program funded by this 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, Contractor 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 WIA and WTP funds.

5.6.3 Reimbursement for Audit Expense

Contractor 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 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 Contractor under this or any other 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. Contractor shall be liable to CSBD for any disallowed or questioned costs that Contractor or CSBD incurs as a result of Contractor expending funds in violation of this 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 Contractor within thirty (30) days of the issuance of the report.

5.6.7 Audit Resolution Procedures

Contractor 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 Contractor

If this or any other 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 Contractor.

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 Contractor from their obligation to repay the disallowance or questioned cost at the time of identification or demand.

5.6.10 Stand In Costs

Contractor 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 Agreement, to stand in for a disallowed or questioned cost. Such contributions or in kind payments must have been documented in Contractor's budget attached to this Agreement and/or books of account as may be required by the federal rules. The expenditure must be supported by the Contractor'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 Contract

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 Contractor's obligation to repay the cost.

5.6.12 Audit Requirements Upon Dissolution of Contractor's Organization or Termination of Agreement

- a. In the event of the voluntary or involuntary dissolution of Contractor's organization Contractor shall inform CSBD, within twenty-four (24) hours of Contractor's knowledge of its intent to dissolve or of the involuntary dissolution of their organization, and prior to actual dissolution, agrees to allow CSBD to arrange for an immediate audit of Contractor's organization. CSBD may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this 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 Agreement for any reason as described in this Agreement Contractor shall allow CSBD to arrange for an immediate audit of Contractor's organization. CSBD may also request that or make provisions for the preservation of all records pertaining to the program(s) funded by this 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 Contractor is requested to provide CSBD with their records or elects to provide CSBD with all its records pertaining to this 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 Agreement for any reason or upon the dissolution of Contractor's organization whether voluntary or involuntary Contractor agrees to allow CSBD to arrange for an immediate audit of Contractor'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 Contractor or CSBD wishes to modify, change, or amend this Agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Agreement. No such change shall be effective until approved by CSBD and/or the Contractor and a formal amendment to this Agreement is executed by both parties.

- a. Contractor shall not be permitted to increase staff salaries not already provided for in the budget attached hereto as Exhibit B, add new lines items or make other adjustments to the budget without a prior written contract modification request to CSBD.
- b. Contractor 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 Contractor a written amendment shall be executed.

5.7.2 Time for Requesting Amendments

Contractor may request an amendment to their Agreement one (1) time per program year quarter. The deadline for the last request shall be May 15th for each year this Agreement is in effect.

5.7.3 CSBD's Unilateral Rights to Amend

Contractor understands and agrees that CSBD may unilaterally amend this Agreement to conform to changes in any federal or state statute, regulation, or policy which is applicable to the program funded by this Agreement or any amendment hereto.

5.7.4 Amendments for Local Conditions

Contractor understands and agrees that CSBD may amend this Agreement as regards reduction in training slots and/or a redirection of training areas affecting and reducing total funds available to Contractor, 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. Contractor agrees that CSBD, the State, and the federal government shall have a royalty free, nonexclusive 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. Contractor agrees that CSBD, the State, and the federal government shall have a royalty free and nonexclusive 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 Contractor 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. Contractor 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 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

Contractor agrees to adhere to all CSBD policies and procedures applicable to the operation of the program.

5.10 Prior Agreements

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

5.11 Client Confidentiality

- a. Contractor Records are subject to the Florida Public Records Law, Section 119.07, Florida Statutes. Contractor 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. Contractor acknowledges that their employees and employees of DEO who are supervised or guided by Contractor, and any subcontractors of Contractor, 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 Contractor 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. Contractor 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. Contractor, its employees, and individuals under the supervision of Contractor and subcontractors of Contractor in the course of performing their duties who receive and utilize confidential workforce program information shall:
 - i. Maintain the confidentiality of employer, employee and participant.

- ii. Identify 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 Individual Non-Disclosure and Confidentiality Certification Form and return it to the CSBD Vice President of Operations. A copy of the Individual Non-Disclosure and Confidentiality Certification Form is attached as Exhibit D. Contractor shall execute the Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement), attached hereto as Exhibit E.
- iii. 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.
- iv. 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, Contractor shall execute a Business Associate Agreement in the form attached hereto as Exhibit G for the purpose of complying with HIPAA. If required by HIPAA or other laws, Contractor shall include in its "Notice of Privacy Practices" notice of Contractor'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 Agreement.
- v. 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 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 Contractor employees and individuals under their supervision and Contractor subcontractors in the performance of their public duties including statistical research, economic forecasting, job search and training, and implementation and administration of state law.

5.12 Buy American

Any equipment or goods to be purchased under this Agreement shall be purchased in accordance with the Buy American Act.

5.13 Drug Free Workplace

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

5.14 Headings

The headings of the sections of this 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

Contractor represents that the execution of this 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 Agreement and recovery of all monies paid by CSBD pursuant to this Agreement, and may result in debarment from CSBD's competitive procurement activities.

In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

5.16 Agreement Term

5.16.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on June 30, 2015. The term of this Agreement may be extended for three (3) one-year periods, following the first year based upon performance. If provider is meeting performance, CSBD may renew the contract for an additional four (4) one-year terms, however, renewal will be at the option of the CSBD governing boards. The continuation of this Agreement beyond the end of any program year shall be subject to performance as defined in this Agreement, and the appropriation and availability of funds as described in this Agreement.

5.16.2 In the event of an extension of this 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 Contractor required by this Agreement shall be completed no later than June 30, of the program in which this Agreement is executed. Thereafter if this Agreement is extended all duties, obligations, and responsibilities of Contractor 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 Agreement.

END OF ARTICLE 5

ARTICLE 6

SPECIAL OBLIGATIONS

6.1 Participant Payments

6.1.1 Participants may not be paid for time not in attendance, holidays, or overtime. Contractors 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 to youth based upon funds set aside for such activities at the time of approval of Contractor's proposal and/or budget.

6.2 Limitations on Expenditures

6.2.1 Total overhead costs regardless of whether they are charged to administration or the program/services category may not be in excess of twelve percent (12%) of the contract total.

6.2.2 The amount budgeted for staff increases/merit may not exceed four percent (4%) of the amount of the contract budgeted for salaries.

a. Contractor shall not include fringe benefits in the calculation of the amount available for staff merit increases.

b. Merit increases awarded to staff may not exceed an average of four percent (4%).

6.2.3 Profit is limited to commercial organizations and a maximum of eight percent (8%) of the budget total.

a. The combination of funds budgeted for merit increases, staff bonuses and profit is subject to a cap of fifteen percent (15%) of the contract total, which includes a maximum profit rate of eight percent (8%).

b. These limitations do not affect CSBD's right to review costs for reasonableness and to negotiate those costs.

6.3 Actions to be Taken in the Event of an Emergency or Natural Disaster.

6.3.1 CSBD and Contractor wish to ensure that service interruptions are kept to a minimum following an emergency or disaster.

- 6.3.2 Contractor 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.
- 6.3.3 Contractor agrees that in the event of an emergency or natural disaster, Contractor shall take the below listed actions where advance notice permits or is provided, preceding an emergency or disaster:
- a. Contractor 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 Contractor and shall close operations in accordance with CSBD President's approval.
 - c. Prior to closing the one-stop or local program office, Contractor 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 Contractor and approved by the CSBD President or his/her designee.
- 6.3.4 Contractor 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. Contractor 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 Contractor'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

PROGRAM DESCRIPTION

7.1 Program Description

Contractor shall conduct an in-school youth program for three hundred and sixty (360) youth who are between the ages of 16 - 19, economically disadvantaged and have at least one (1) barrier to employment, have not completed high school or obtained a GED, and need additional assistance to complete school as follows:

7.1.1 Three hundred (300) in-school high school juniors and seniors shall be provided with after school activities consisting of the following WIA program elements: dropout prevention, employability skills, entrepreneurialism, internships/work experience, and follow-up. Contractor will guide and counsel the youth, provide leadership training, support services, and tutoring to prepare youth for post-secondary opportunities. Contractor shall partner with Helping Abused, Neglected and Disadvantaged Youth (HANDY) to provide Life Skills and Family Planning Training and Junior Achievement (JA) to provide entrepreneurial training. Contractor will guide and counsel the youth, provide leadership training, support services, and tutoring to prepare youth for post-secondary opportunities. The high school juniors from previous program years must be carried forward and shall comprise the seniors to be served under this program and the new youth to be enrolled shall be juniors.

7.1.2 Sixty (60) in-school youth of which all the youth enrolled in the program shall be seniors on target to graduate by June 30, 2015, who are enrolled in Career Academy programs at Boyd Anderson, and South Broward High Schools shall be provided with employability skills and a work experience related to their area of studies within the Career Academy.

7.2 Recruitment

7.2.1 The three hundred and sixty (360) youth to be recruited and enrolled in this program must meet WIA eligibility criteria. They must meet the federal definition of economically disadvantaged and have one (1) of the following WIA youth barriers:

- a. Deficient in basic literacy skills.
- b. A School dropout.

- c. Homeless, runaway, or foster child.
- d. Pregnant or a parent.
- e. An Offender, or
- f. An individual (including a youth with a disability) who requires additional assistance to complete an educational program, or to secure and hold employment. CSBD has defined this criteria to mean the youth may have one (1) of these additional documented barriers:
 - i. Youth with documented emotional and behavioral problems.
 - ii. Youth who have not passed any section of the FCAT.
 - iii. Youth who have repeated a grade.
 - iv. Youth who are over age for their grade.
 - v. Youth who have poor attendance in school for reasons other than illness.
 - vi. Youth who have moved at least twice during the school year.
 - vii. Youth who are currently unemployed.
 - viii. Youth who are gang members.
 - ix. Youth who have been suspended at least two (2) times in the previous twelve (12) months.

7.2.2 Except for the youth recruited from the Career Academies, of which all youth enrolled shall be seniors each year that this contract is in effect, fifty percent (50%) of the youth to be served and enrolled under this Agreement shall be high school juniors, and fifty percent (50%) of the youth to be served and enrolled shall be high school seniors, scheduled to graduate by June 30 of the program year. Contractor shall have the latitude to vary from the established fifty percent (50%) only with written approval from the Youth Program Manager. The current high school juniors must be carried forward and the new youth to be enrolled shall be juniors. During the first year that this contract is in effect, there may be a variance of up to seven (7) youth in meeting the 50%/50% ratio set forth herein.

- 7.2.3 Contractor shall assure that the three hundred (300) youth participating in the full iCon after-school program are recruited and enrolled by September 30, each year that this contract is in effect.
- 7.2.4 Contractor shall refer youth to other providers and/or agencies if they do not meet the iCon program profile.
- 7.2.5 Contractor shall recruit youth for the iCon after-school program by employing the following strategies:
- a. Using youth to recruit other youth.
 - b. By collaborating with other agencies to distribute flyers and by hanging posters in public areas.
 - c. By placing posters at strategic locations in the targeted schools throughout the county.
 - d. Utilizing the schools for announcements about the programs.
 - e. Through the distribution of flyers.
 - f. Through presentations at community agencies, parent groups, at recreation centers, community centers, athletic events, in churches, and most effectively through referrals from former students, as well as, relatives and friends of former students who attested to the program success.
 - g. By coordinating with school guidance counselors and BRACE advisors to advertise program.
 - h. By maintaining linkages with other governmental and not for profit agencies such as but not limited to: HANDY, District Teen Parent Social Workers, the Department of Juvenile Justice, and the Department of Children and Families.
 - i. By accessing data from the Educational Technology Services Department of The School Board of Broward County, Florida to identify the economically/disadvantaged targeted population. Program staff will use this data to make home visits, telephone calls, and to mail recruitment flyers to identified youth.

7.2.6 Contractor shall recruit youth currently enrolled in Career Academy programs at Boyd Anderson and South Broward High Schools by coordinating with the individual assigned at each of the above named high schools responsible for assigning internships to these youth.

a. Contractor shall recruit a minimum of thirty (30) youth by September 30 and the balance of the thirty (30) youth to be served by November 30, each year that this contract is in effect and this component is funded.

b. Contractor shall identify their Career Academy contact to the CSBD youth program manager prior to identification of the youth who will be participating in the program.

7.2.7 Long-term and short-term benefits will be explained to prospective students in formal and informal settings.

7.2.8 At the school sites, sessions will be scheduled for youth recruits/parents/adult supporters for the opportunity to confer with former students, and/or other student services personnel.

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

7.3.1 Contractor shall be responsible for participant eligibility certification, which shall include an eligibility determination and assessment in accordance with the WIA.

7.3.2 Contractor shall be responsible for assisting the youth and assembling the documentation necessary for WIA eligibility determination.

7.3.3 Contractor shall collect WIA eligibility information in addition to assessing for TANF eligibility, if TANF funding is made available in future years, Contractor shall complete the TANF Eligibility Form so that the youth can be dual enrolled into WTP.

a. All youth enrolled using TANF criteria must also be assessed for WIA eligibility. Youth who do not meet WIA eligibility requirements may not be enrolled into the WIA program.

b. Youth identified as a family of one for purposes of income calculations in the determination of WIA eligibility shall be:

i. Documented by an independent third party.

- ii. 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.
 - iii. Documented through the presentation of two (2) years of tax returns filed by the youth as is required by PELL.
 - iv. Without the above documentation, the youth's entire family income must be included in the calculation of income for purposes of eligibility determination.
- 7.3.4 Contractor understands and agrees that over-enrollment into the program funded by this Agreement will result in non-payment of expenses incurred in excess of that awarded.
- 7.3.5 Upon enrollment into the program Contractor shall ask youth to provide current contact information. Information should include but not be limited to name, address, and phone/cell phone number of relative not living in youth's household, best friend's cell phone number, youth's email address, Facebook and twitter accounts if applicable.
- 7.3.6 In the event an applicant is not enrolled into Contractor's program, the Contractor shall refer the applicant to the CSBD centers for information and referral in accordance with the requirements under the WIA.
- 7.3.7 Contractor shall assess youth to determine whether they are appropriate for the program and can meet the WIA performance requirements at exit prior to enrollment into the program.
- 7.3.8 Youth enrolled as juniors with WTP funds who do not meet WIA eligibility requirements upon becoming seniors will have to be exited from the program and will not be able to receive further services unless WTP funds are available.
- 7.3.9 Contractor shall be responsible for assisting the youth and assembling the documentation necessary for WIA eligibility determination.
- 7.3.10 Non-English speakers applying for the program shall be assisted through Contractor's Multicultural Department that provides translators in all languages. Recruitment materials, flyers and other

pertinent documents will be made available to the youth in other languages as appropriate.

- 7.3.11 Contractor shall assess youth and review the youth goals identified during assessment.
- 7.3.12 Contractor shall use the following assessment tools:
- a. A Career Pathways Plan.
 - b. Computer Assisted Interest Inventory.
 - c. UNIACT Interest Inventory - ACT/Discover.
 - d. Employability Skills Pre/Post Test.
 - e. Employability Skills Inventory.
- 7.3.13 Contractor 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 and ability to succeed in the program. These scores shall be noted in the participant's file and in Employ Florida Marketplace (EFM).
- 7.3.14 Once a youth has been determined eligible the assessment process time shall not take longer than one (1) week.
- 7.3.15 Contractor shall not register participants into EFM until all the eligibility documentation has been collected.
- 7.3.16 Contractor shall be responsible for completing a Career Pathways Plan for each youth registered and enrolled in the program.
- 7.3.17 Contractor shall develop an Individual Service Strategy (ISS) for each youth which will be used as a guide to program services for the participant. The teacher will explain that the ISS is designed to meet individual needs and will be revisited and revised on an as needed basis.
- 7.3.18 Contractor shall enter participant registration for WIA youth into EFM tracking system and if WTP funds are provided into the OSST tracking system. Once a participant is entered into the EFM or OSST tracking system this will constitute an official enrollment into the program, and the data will be used when computing contractor's performance.

7.3.19 Program staff shall create only one (1) student file that is maintained at the school site or at the district office once a participant is enrolled.

7.3.20 Youth shall receive an orientation at the beginning of the program.

- a. Parents/guardians/relatives or other adult support will be invited to orientation.
- b. Program requirements, eligibility requirements and benefits will be shared with youth, parent/guardians, relatives and other adults.
- c. Parents shall be required to sign authorization forms giving the student permission to participate in the program.
- d. Youth shall be required to sign forms committing to program requirements and responsibilities.
- e. Contractor shall provide CSBD with a list containing the names of youth participants carried forward thirty (30) days prior to the end of each program year this Agreement is in effect.

7.3.21 WIA Younger Youth Goals

- a. All youth between the ages of 16 -18 shall be assessed for purposes of establishing a WIA younger youth goal to measure the attainment of basic work readiness or occupational skills while enrolled in Contractor's program.
 - i. Contractor shall set the first younger youth goal on the date of the first youth service.
 - ii. There shall not be more than one (1) goal per year.
 - iii. Youth must attain the goal prior to June 30 each year.
- b. Contractor shall establish a basic skills goal for all youth who test below an 8.9 grade level in literacy, reading or math on the TABE test upon entry into the program. If youth attains the goal but at the post test still scores below an 8.9 grade level another basic skills goal must be set for the youth.
- c. Contractor shall establish a work readiness or occupational skills goal for youth who are not required to attain a basic skills goals.

- d. Goals must be entered into EFM by the end of each program year. Contractor shall coordinate with the CSBD Youth Program Manager to assure goals are properly entered.
- e. Youth who are basic skills deficient shall not be enrolled into the Career Academy component.

7.4 Program Services to be Provided to the Youth

7.4.1 The iCon program after school activities shall take place at the following schools:

- a. Blanche Ely High School.
- b. Deerfield Beach High School.
- c. Boyd Anderson High School.
- d. Stranahan High School.
- e. Plantation High School.
- f. Hallandale High School.
- g. Dillard High School.
- h. Ft. Lauderdale High School.
- i. Piper High School.
- j. McArthur High School.

7.4.2 The Career Academy program shall recruit youth from the following schools:

- a. South Broward High School.
- b. Boyd Anderson High School.

7.4.3 iCon program youth shall participate in the program for a minimum of three (3) days a week. Staff shall be present for all facets of participation and shall be available to the youth. A schedule of the staff assignments, the courses they will teach and the hours of instruction shall be submitted to the Youth Program Manager by July 1, of each year that this contract is in effect.

7.4.4 iCon program youth shall participate in one (1) or more of the following services:

- a. Basic Skills Remediation for all youth scoring below an 8.9 in reading or math on a TABE test.
- b. Dropout prevention for all in-school youth consisting of tutoring, study skills and instruction to youth through:
 - i. After school academic support consisting of positive alternative activities such as one on one tutoring, FCAT assistance, employability skills, entrepreneurialism, internships/work experience, and follow-up that promote remaining in the program and the importance of training/education. Youth may participate in Contractor provided remediation for mandatory high school graduation examinations such as "FCAT" or its replacement examination, one day a week if necessary.
 - ii. Individualized support.
 - iii. Guidance and counseling. Student success will be obtained as a result of the relationship between student, teacher, and facilitator which provides for monitoring of student attendance and grades.
 - iv. Conferences with teachers, parents, and student.
 - v. Creative project-based learning activities.
 - vi. Incentive plans to encourage program and school retention. An incentive plan must be submitted by August 31, of each year this contract is in effect. If there is no change in future years, Contractor shall submit a statement to that effect.
- c. Employability Skills Training
 - i. Contractor will initiate the process for participants to be enrolled in Employability Skills Training.
 - ii. Contractor will arrange for and will be available to provide tutoring.
 - iii. The components of employability skills training shall include but not be limited to resume writing, dress for success, mock interview, communication and team work skills.
 - iv. Contractor shall conduct SCANS workshops to assist participants. SCANS competencies will be integrated in the delivery of all program components. Students will develop team

building, communication, self-esteem, and other "soft-skills" identified as critical to success in the mainstream world of work. Thirty (30) program hours will be devoted to job seeking and / or workplace maturity skills. Younger youth who do not need a basic skills goal will work on a work readiness goal.

- v. Students will be counseled by the project facilitators and teachers regarding the attainment of these skills.
 - vi. All youth shall be enrolled in an employability skills workshop prior to their work experience.
 - vii. Youth shall take pre and post-tests to show gains in employability skills.
- d. Life Skills Training.
- i. Life Skills training will focus on youth making informed choices.
 - ii. HANDY shall be responsible for providing the Life Skills training.
- e. STEAM (science, Technology, Engineering, Arts and Math) including Digital Arts Training.
- i. Contractor shall offer Digital Arts as one of the after school options for youth.
 - ii. Youth shall have access to software programs which provide an introduction to digital arts skills as a career option.
 - iii. Contractor shall have access to a T-Shirt printing machine which may be integrated into the STEAM or entrepreneurial activities. Contractor shall provide the CSBD youth program manager with a plan for the use of the machine by July 30, 2014.
- f. Summer Work Experience as described herein.
- g. Twelve (12) month follow-up for all youth in enrolled in the program as described in paragraph 7.4.7 below.
- h. Work readiness skills for youth for whom this is a goal prior to placement in employment.

- i. Entrepreneurial training which shall be a component of the leadership skills training curriculum.
 - i. Additional entrepreneurial lessons will be taught during the afternoon sessions.
 - ii. Contractor shall provide the CSBD Youth Program Manager with a copy of the Junior Achievement Curriculum by May 31st each year that this contract is in effect.
 - iii. Students will create their own business and a tangible product.
- j. Leadership Training.
- k. Career Pathways.

7.4.5 Coordination with partner agencies

- a. Contractor program staff shall participate in regular meetings of partner agencies such as the Junior Achievement, and HANDY.
- b. Contractor program staff shall maintain weekly contacts with agency counselors. Facilitators will adjust their schedules in a manner consistent with the needs of the students. The program facilitator shall be available to students on an as needed basis, by telephone and after school. Group and individualized face to face appointments will be available to youth at a non-traditional school setting such as a public library or community center.
- c. Contractor shall provide CSBD with a copy of their Agreements with partner agencies, HANDY and Junior Achievement by July 30, 2014.
- d. Critical gaps in service shall be identified via counseling sessions with individual participants and/or with family members, conferences with classroom teachers and school administrators. School resource officers, guidance counselors, BRACE Advisors and other appropriate staff will deliver support and collaborate with the resource teacher/counselor in the identification of gaps and the services available. Referrals will be made as necessary to mental health clinics that work with individual schools. Critical gaps will be discussed in monthly meetings with staff to identify appropriate community services for the youth.

- e. Life Skills Training and Family Planning shall be provided by HANDY in accordance with an Agreement executed between Contractor and HANDY. A schedule of when those activities will occur as well as an outline of the skills to be covered by the training shall be submitted to the Youth Program Manager by July 1, of each year this contract is in effect. Such life skills activities shall occur at least one day per week.
- f. Entrepreneurial Training shall be provided by Junior Achievement in accordance with an Agreement executed between Contractor and Junior Achievement. A schedule of when those activities will occur as well as an outline of the skills to be covered by the training shall be submitted to the Youth Program Manager by July 1, of each year this contract is in effect.

7.4.6 College/Post-Secondary School Field Trips

- a. Juniors may participate in a one (1) day field trip to local colleges and post-secondary schools.
- b. The field trips must take place prior to December 15, each year, on a day when classes are in session on the campuses.
- c. Field trips shall take place on teacher planning days and shall not interfere with youths' school schedule.
- d. Youth shall visit a Broward County Technical Center, Broward College, and/or the Davie campus of Florida Atlantic University.
- e. Youth shall meet with someone from the Admissions Office, preferably the Dean of Admissions and the Financial Aid advisor who shall address admission requirements and financial obligations.
- f. Youth shall be given a tour of the campus and if possible shall be able to sit in on a class.
- g. Contractor shall arrange for the Dean of Students or a college official from that office or their equivalent from the Technical School to address the students on the subject of achieving success in post-secondary school.
- h. Time shall be set aside following the presentation by each of the schools' officials to answer the youths' questions.

- i. Each youth shall submit a creative expression of the impact of the field trip. The format may be literary or artistic and shall become a part of their case file.
- j. Contractor may budget for lunch for the youth for the day trip. If lunch will be provided, this amount must be included in Contractor's budget or must be provided as in-kind.

7.4.7 Twelve (12) Month Follow-Up

- a. Following program exit, Contractor will maintain on going communication with participant and shall monitor each participant a minimum of once monthly and provide assistance with any identified issues. Follow-up shall be conducted using the internet, phone conversations, e-mail, texting, and other social media to confirm the student is continuing in the last known positive post-secondary environment. If not in an acceptable activity, counseling shall be provided to assist the youth in returning to their post-secondary activity or finding another job.
- b. Contractor shall complete follow-up components using the following strategies: telephone calls, home visits, mailings, parental and family contacts, social media, text messaging, and e-mails.
- c. Contractor agrees that if this Agreement is renewed, Contractor will continue to provide follow-up to students for up to twelve (12) months from their date of exit from the program.
- d. Contractor shall employ the following strategies to track students throughout the program and for the twelve (12) months following exit:
 - i. Communication with students face to face or via e-mail. Cell phone/ text messaging, home telephone or mailings.
 - ii. Monitoring students' weekly attendance and performance.
 - iii. Contact with instructors.
 - iv. Verification of employment.
 - v. Communication with employer.
 - vi. Verification of post-secondary enrollment.
 - vii. Communication with parents/guardians/relatives or adult supporter.

viii. A card provided prior to exit with essential numbers and contacts.

7.4.8 Youth Program Design Participation

- a. Youth input will be integrated into the program services through surveys and focus groups on a quarterly basis.
- b. Contractor shall direct youth in designing and conducting a survey to assess the program services.
- c. Contractor shall incorporate appropriate recommendations into the program design.

7.4.9 Work Experience for Youth in the iCon Program

- a. Seventy-five percent (75%) of the youth enrolled in the program shall participate in a work experience.
- b. As a part of the youth's career pathways plan potential occupational areas of interest shall be identified and Contractor shall place youth in a work experience related to the youth's career interest.
- c. If no funds are available students will still have the opportunity to participate in an internship, where they will earn community service hours.
- d. If WIA funds are not available, participants will not be paid any wages.
- e. Contractor will ensure each worksite has and displays the Child Labor Laws. Proposer will also make unannounced visits to worksite to ensure worksite is in compliance with the Child Labor Laws.
- f. Contractor will develop a minimum of 8 career related worksites.
- g. High school juniors shall be offered only a summer work experience following the end of their junior year, based on the availability of funds.
- i. To the extent possible, enrolled youth shall be placed in part time summer work experience jobs through the CSBD summer program.

- ii. Contractor shall assist enrolled youth that do not obtain a summer work experience job through the CSBD summer program by developing work sites for the youth, monitoring the youth and coordinating with CSBD for the work experience payments for the youth which shall be processed and paid in accordance with the manner in which all CSBD summer program youth are paid, based on the availability of funds.
 - iii. Contractor 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.
- h. Contractor shall provide for subsidized work experience opportunities for the seniors in the program during the program year.
 - i. The length of the work experience during the summer months for the juniors, if funds are available shall be limited to six (6) weeks and twenty (20) hours a week. For seniors, during the school year, the work experience shall be limited to fifteen (15) hours a week for a maximum of nine (9) weeks.
 - j. Work experience activities may not extend past 7 p.m. on school days to permit youth adequate time to study; however, with CSBD prior approval, this time may be extended because of extenuating circumstances.
 - k. Youth may be placed in part time unsubsidized jobs as a "Work Experience." Contractor shall track and monitor participants' hours of work on a weekly basis to ensure adherence to the number of hours worked.
 - l. Contractor shall use the worksites developed during previous program years as well as develop new worksites to assure slots for all the youth.

7.4.10 Contractor shall be responsible for placing all youth exiting the program into unsubsidized employment or post-secondary school.

7.4.11 Sixty (60) days prior to exit students will work with staff to develop resumes and begin the job application process if they are not going on to post-secondary school.

7.4.12 In-school youth who are seniors enrolled in the program must complete secondary school and be placed/or meet required performance prior to June 30, of the program year in which they became seniors.

7.5 Work Experience For Youth in Career Academies

7.5.1 Sixty (60) WIA eligible youth enrolled in a Career Academy in one (1) of the two (2) high schools identified in paragraph 7.4.2 above shall participate in a work experience.

7.5.2 All Career Academy youth shall be high school seniors and shall have a basic skills competency of a minimum of an 8.9 grade level when enrolled.

7.5.3 Contractor shall be expected to establish a work readiness or occupational skills goal for all youth enrolled in Career Academy work experience. Work readiness goals shall require a pre and post-test.

7.5.4 Contractor may set an occupational skills goal for those Career Academy youth who are seniors. Attainment of the goal shall be accomplished if the youth receives a positive written evaluation from their work experience supervisor.

7.5.5 A minimum of thirty (30) youth shall be placed in a work experience by November 1, 2014 and the balance; thirty (30) youth shall be placed in a work experience by February 28 of each year that this contract is in effect.

7.5.6 Contractor shall develop work sites for the youth in accordance with the occupational track identified by the Career Academy into which the youth are enrolled, monitoring the youth and coordinating with CSBD for the work experience payments for the youth which shall be processed and paid in accordance with the manner in which all youth taking part in a work experience activity are paid.

7.5.7 Contractor 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.

7.5.8 To the extent possible youth shall be provided with employability skills prior to being assigned to a work site.

7.5.9 Youths' work experience shall be limited to no more than one hundred and thirty-five (135) hours of work experience activities, and shall not exceed fifteen (15) hours a week.

- a. Work experience activities may not extend past 7 p.m. on school days to permit youth adequate time to study, however, with CSBD prior approval, this time may be extended because of extenuating circumstances.
- b. Youth may only participate in one (1) work experience cycle, except the Career Academy youth carried forward from PY 2013-2014.
- c. Youth may be placed in a part time unsubsidized job in place of a work experience subsidized job.
- d. Contractor shall track and monitor participants' hours of work on a weekly basis to ensure adherence to the number of hours worked.
- e. Contractor's Program Facilitator shall use the worksites developed during previous program years to identify work sites as well as develop new worksites to assure experiential opportunities for the youth.

7.5.10 Contractor shall be responsible for placing all youth exiting the program into unsubsidized employment or post-secondary school.

7.5.11 Sixty (60) days prior to exit students will work with staff to develop resumes and begin the job application process if they are not going on to post- secondary school.

7.5.12 In-school youth who are seniors enrolled in the program must complete secondary school and be placed/or enter post-secondary school to meet required WIA performance prior to June 30, of the program year in which they became seniors.

7.6 Participant Counseling

7.6.1 Contractor shall advise all participants of all aspects of the program during the orientation meeting. Staff will be directed to adhere to specific guidelines for outlining the requirements and elements of the program options available as follows:

- a. Eligibility requirements.

- b. Program participation requirements.
 - c. Program commitment.
 - d. Requirements for credentialing.
 - e. Requirements for completion of the program.
 - f. Follow-up requirements.
 - g. Services provided.
- 7.6.2 Contractor staff will work to forge a bond with the youth during the initial marketing/recruitment phase. Staff will present themselves as "caring adults," willing to deliver holistic services that support the entire family unit, whenever possible.
- 7.6.3 Contractor shall engage the iCon youth for a minimum of six (6) hours a week, through the activities described herein. iCon will meet with its participants three (3) days a week after school for two (2) hours a day. Once seniors start to intern, they will report to the part-time afterschool teacher one (1) preset day of the week.
- 7.6.4 All youth shall have sufficient opportunity to interact with the facilitators and program staff and to be the recipient of all program benefits by using techniques that have validated success and encourage retention such as:
- a. Teachers as caring adults providing comprehensive guidance.
 - b. Teachers delivering academic tutorial/remedial support.
 - c. Conflict resolution training.
 - d. Exploring alternatives.
 - e. Peer counseling.
 - f. Career awareness, planning/readiness.
 - g. Referrals for other services.
- 7.6.5 Staff shall serve as a liaison between the participants and the school and intercede on their behalf as necessary.

- 7.6.6 In the event a participant's attendance decreases Contractor shall conduct home visits to re-engage youth.
- 7.6.7 Contractor will provide each student with intensive case management, counseling, mentoring and follow-up services and monitor each student's academic progress. If a student is not progressing satisfactorily, intervention strategies such as requiring the student to engage in after school tutoring will be implemented. There shall be at least six (6) hours of "face time" per week with each youth in the iCon after school program. There shall be a minimum of one (1) hours of "face-time" per week with each youth enrolled in the program participating in a Career Academy work experience. Time spent in a work experience shall count as "face-time."
- 7.6.8 Contractor staff will present "wrap-around" services, added value, and incentives that the program provides. Youth will be advised that it is a privilege to be in the program and will be presented with their in-kind responsibilities and requirements.
- 7.6.9 Contractor staff will stay abreast of community services and programs. Youth will be referred according to the needs, interests, and goals of the individual student. Contractor shall maintain open lines of communication with providers of other community services.
- 7.6.10 Contractor shall be responsible for:
- a. Conducting or facilitating workshops that address time management.
 - b. Planning workshops to address family planning, abstinence, and pregnancy prevention.
 - c. Meeting individually with students to assist and review the completion of all applications for financial aid.
 - d. Encouraging students seeking to complete high school to explore programs and ensure that they are cognizant of all resources available in the community for post-secondary opportunities.
- 7.6.11 Contractor shall provide the CSBD Program Manager with a calendar of all activities and workshops by July 31 of each year that this contract is in effect.
- 7.6.12 Counselors will address study habits, progress, performance, and personal problems.

- 7.6.13 Youth will receive counseling and job coaching. Facilitators/teachers will serve as brokers and advocates for the participants. Female participants will be counseled on the benefits of non-traditional careers and encouraged to enroll in programs that will prepare them for jobs in non-traditional occupations.
- 7.6.14 Youth enrolled in the iCon after school program will take part in both group and individual counseling activities. Counseling shall be provided by the school guidance counselors as well as by the project facilitators/teachers at least once a week while enrolled in the program.
- 7.6.15 To encourage retention in school, small group and individualized counseling will be offered to youth enrolled in the iCon after school program, along with modeling, pairing, exploring alternatives, career planning, role planning, providing access to comprehensive services and problem solving.
- 7.6.16 Case management and counselor contacts shall be documented through student and counselor logs, progress reports. Records of student attendance for counseling will reflect all case management and counseling contact with students.
- 7.6.17 Staff will be responsible for monitoring graduation requirements.
- 7.7 Participant Incentives
- 7.7.1 Incentives shall be offered only to youth enrolled in the iCon after school program.
- 7.7.2 Youth will be eligible to earn a performance incentive in an amount to be determined by CSBD, each year based upon the availability of funds. All incentives must be tied to performance attainments. A performance incentive plan must be submitted to the Youth Program Manager by July 31, of each year this contract is in effect.
- 7.7.3 Incentive or other payments to students shall be issued by the CSBD Fiscal Department.
- 7.7.4 Incentives may also include but are not limited to scholarships, positive adult role model relationships, and hand-on real life connection to learning that permits the student to take ownership.
- 7.7.5 Each participant shall be awarded a certificate of participation and completion.

7.7.6 Incentives shall be limited to budget and fund availability.

7.8 Participant Time, Data Entry, File Maintenance, Attendance, and Wages

7.8.1 If payments are to be made to the youth, CSBD shall inform Contractor of payment date and amount. Contractor shall be responsible for keeping verified time and attendance documentation and for coordinating payroll distribution with CSBD Finance department staff.

7.8.2 Contractor will be responsible for monitoring and making sure that students fill out time sheets daily. Contractor staff must approve and co-sign participant time sheets before submitting them to CSBD. In the event a student is absent for three (3) consecutive days, the Contractor will make every effort to follow-up with the student and provide counseling including home visits, and/or parent contacts.

7.8.3 Contractor shall assure that individuals approving time sheets are not responsible for the distribution of any youth payments.

7.8.4 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. Payroll for youth in Contractor's programs shall be processed in accordance with the procedure agreed to between CSBD and Contractor.

7.8.5 Youth who receive a work experience payment from CSBD will not be paid for holidays, overtime, leave time, vacation time, sick time, or other leave. Youth must not work on holidays. Time sheets 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 Contractor. Students may not make up vacation, holiday, or sick time hours.

7.8.6 Contractor shall be responsible for data entry into the EFM Tracking System.

7.8.7 Contractor shall use tickler dates prior to the future critical dates to assure data entry occurs on or before the effective dates. Information for dates will be pulled from EFM. There shall be a collaborative effort between the program supervisor, program facilitator and the data entry specialist to enter case notes within three (3) days of a recordable event and to ensure that case files are properly maintained. All case files will be routinely reviewed to assure that they are accurate and up to date. Checklists must be put

in place to verify that all essential information is in the case file.

7.8.8 Mistakes made in reporting student information will be corrected in compliance with state guidelines. If the mistake is not correctable internally or on the state level, they will be documented with a case note to assure a clear audit trail.

7.8.9 Contractor shall maintain only one file for each youth in accordance with the model file to be provided by the CSBD Youth Program Manager.

7.8.10 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 by the Teacher, Referral Forms, Transportation vouchers Progress Reports. Financial Aid Reports, Monthly Evaluations, Timesheets, Pre and Post-tests. Case notes should be entered into EFM. All notes should reflect participation in the program and services received by the youth.

c. WIA Career Plan/ISS.

d. Career Pathways Plan.

e. Newsletters, Career Flyers, Workshop Agendas, Sign-In Sheets, Employment Verification Forms, Employer Contact Forms, Certificate of Completion and Licensure Documentation.

7.8.11 Contractor shall maintain participant time and attendance records, which shall consist of daily time sheets indicating the hours per day and type of activity and shall be signed by the participant and the supervisor.

7.8.12 All absenteeism and tardiness shall be documented in the counselor's case notes.

7.8.13 Contractor 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.

7.9 Program Staffing

- 7.9.1 Contractor shall hire the requisite staff necessary to meet the project objectives and in accordance with the Budget attached as Exhibit B. Contractor staff shall also include, additional part time teachers as described in the budget, whose purpose is to work directly with youth enrolled in the iCon after school program and who will be present in the classroom alongside staff from HANDY and Junior Achievement during year one that this contract is in effect. After year one the number of part time teachers shall be as determined by the budget to be negotiated for each new program year.
- 7.9.2 Contractor shall hire staff in a timely manner in order to assure that classes are fully staffed at the inception of training. Contractor shall ensure that positions that become vacant during the program year are advertised and filled within forty five (45) days of the vacancy occurring. The filling of vacancies for positions funded by this Agreement shall not be affected by hiring freezes applicable to other staff positions.
- 7.9.3 Resource teachers and all support staff shall have the certification and education required for their positions. All resource teachers shall have State of Florida certification and the skills and competencies required to meet the diverse needs of the targeted population.
- 7.9.4 The Director of CTACE will provide oversight and guidance to the program coordinators.
- 7.9.5 Contractor shall provide a copy of the Agreement work statement to all program staff and a copy of the Agreement fiscal requirements to all fiscal staff. Contractor shall require all staff to sign a statement indicating that they have received the applicable sections of the Agreement and have reviewed and understand the Agreement objectives and requirements.

7.10 General Program Requirements

- 7.10.1 Contractor 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.
- 7.10.2 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.

7.10.3 If disclosure of trainee records is requested by the public, State of Florida confidentiality standards and WIA requirements pertaining to records of participants in WIA programs shall apply.

7.10.4 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.

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

7.10.6 Self-Monitoring

- a. Contractor shall develop a protocol and process for self-monitoring their fiscal and program operations and deliverables under this Agreement. Contractor shall conduct monthly monitoring of its program in accordance with a schedule approved by their CSBD Program Manager. Contractor shall submit their monitoring schedule to their CSBD Program Manager by August 31, of each year this contract is in effect. Contractor shall monitor files utilizing the monitoring tool provided to them by the Youth Program Manager.
- b. Contractor will schedule internal monthly budget meetings with the Budgets-Grants Department. Bi-weekly program meetings will be conducted to ensure that program related issues and concerns are addressed.
- c. Within five (5) business days following the completion of the self-monitoring protocol, Contractor shall submit a copy of any findings identified and the proposed corrective action to their CSBD Youth Program Manager who shall respond with respect to acceptance of the proposed corrective action or shall provide Contractor with additional instructions resolution of any findings.
- d. The Self-Monitoring required by this Agreement shall be in addition to the monitoring conducted by the CSBD Youth Program Manager, or the CSBD external monitors. Self-monitoring shall include a one hundred percent (100%) file review. The file review shall be coordinated to occur thirty (30) days prior to the notice of the State's monitoring visit. The file review shall incorporate the current program year and the immediately preceding program year.

- e. Failure to take the requisite corrective action as a result of findings identified through monitoring shall be considered when evaluating Contractor's performance.
- f. Contractor shall use the CSBD monitoring tool and receive the CSBD Youth Program Manager's sign off prior to closing any file.
- g. All negative exits must first be approved by the Youth Program Manager prior to exiting the youth from the system.

7.10.7 Contractor shall perform quarterly student customer satisfaction surveys. Copies of the surveys must be submitted to the CSBD Youth Program Manager.

7.10.8 Contractor shall measure customer satisfaction through focus groups as outlined herein.

7.11 Performance

7.11.1 Contractor shall be required to meet all the performance elements described below to be considered as having met performance:

a. Zero Error Monitoring Findings

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

b. Enrollment Goals for the iCon after-school program

- i. A minimum of three hundred (300) in-school youth must be enrolled in by September 30, each year that this contract is in effect. One hundred and fifty (150) of the youth enrolled shall be high school seniors who will attain their Diploma by June 30, of each program year this contract is in effect and one hundred and fifty (150) of the youth enrolled shall be high school juniors scheduled to graduate by June 30th two years after they are enrolled. During the first year that this contract is in effect,

there may be a variance of up to seven (7) youth in meeting the 50%/50% ratio set forth herein.

- ii. Only juniors enrolled during the immediately preceding Agreement term may be carried forward and served during each subsequent Agreement term. The juniors must have been promoted to their senior year in High School and shall count towards the overall enrollment goal for the following year.
- c. Enrollment Goals for Youth Enrolled in the Career Academy
- i. A minimum of sixty (60) in-school seniors of which thirty (30) youth shall be enrolled by September 30 and the balance of the thirty (30) youth to be served shall be enrolled by November 30, of each year that this contract is in effect and this component is funded.
 - ii. Career Academy youth enrolled must all be high school seniors able to attain their high school diploma by June 30, of the same academic school year that they are enrolled
 - iii. Only iCon juniors enrolled during the immediately preceding Agreement term may be carried forward and served during each subsequent Agreement term. The juniors must have been promoted to their senior year in High School and shall count towards the overall enrollment goal for the following year.
 - iv. In order for a participant to be considered enrolled in Contractor's program for the purpose of being counted when determining whether Contractor has met the various performance requirements described in Article 7 Section 7.11, all enrollments must occur within the timeframes described in Article 7, Recruitment. Once youth have been entered into the state's data system, youth may not be excluded from a determination of Contractor's performance.
- d. A minimum of thirty (30) Career Academy youth shall be placed in a work experience by November 1, 2014 and the balance, thirty (30) Career Academy youth, shall be placed in a work experience by February 28 of each year that this contract is in effect.

- e. Ninety five percent (95%) of the juniors enrolled in Contractor's iCon program must go on to their senior year in high school each year that those juniors are enrolled in Contractor's program.
- f. Ninety percent (90%) of the seniors enrolled in Contractor's program must complete high school and obtain a Diploma.
- g. Ninety percent (90%) of the graduating seniors must be placed in the military or post-secondary education or in unsubsidized employment.
- h. Ninety percent (90%) of youth in the program aged 16 – 18 must attain either a basic skills, work readiness, or occupational skills goal which is recorded in EFM.
- i. All employment verification forms submitted as proof of employment must be signed by employers and/or include the source used as proof of income and a copy of the document.
- j. Contractor's performance calculation shall include all youth entered into the state's data systems. Once youth have been entered into the state's data system, youth may not be excluded from a determination of Contractor's performance.

END OF ARTICLE 7

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on their respective dates under each signature:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA by and through their CHAIR following Board Action on the ____ day of _____, 2014 and CAREERSOURCE BROWARD signing by and through its President/CEO following Board Action on the 22nd day of May, 2014.

AS TO THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WITNESSED BY:

_____ L.S. BY: _____

_____ L.S. TITLE: CHAIR

(Corporate Seal)

DATE: _____

ATTEST:

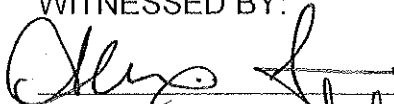
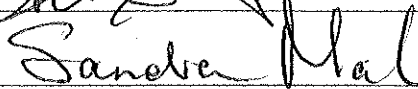
Approved as to Form and Legal Content:

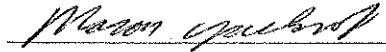
Robert W. Runcie
Superintendent of Schools

Office of General Counsel

AS TO CAREERSOURCE BROWARD:

WITNESSED BY:

 _____ L.S.
 _____ L.S.

BY:  _____
(Signature)
MASON C. JACKSON
TITLE: PRESIDENT/CEO
DATE: 5/27/14

Approved as to form by
Office of County Attorney for Broward County,
JONI ARMSTRONG COFFEY, County Attorney,
Governmental Center
Fort Lauderdale, FL 33301


BY:  _____
Rochelle J. Daniels
Assistant County Attorney


THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

ATTEST:

By 
Patricia Good, Chair


Robert W. Runcie,
Superintendent of Schools

Approved as to Form and Legal Content:

 06/04/14
Office of the General Counsel

EXHIBIT A

ASSURANCES AND CERTIFICATIONS

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

- A. Assurances – Non-Construction Programs (SF 424 B)
- B. Debarment and Suspension Certification (29 CFR Part 98)
- C. Certification Regarding Lobbying (29 CFR Part 93)
- D. Drug free Workplace Certification (29 CFR Part 98)
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

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

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

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

1. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract 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.
- B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

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

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

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

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

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

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

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

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

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

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

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

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee will:
 - a. Abide by the terms of the statement.

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

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

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

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

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

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

- (1) Section 188 of the Workforce Investment Act of 1998 (WIA) 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 WIA 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 WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA 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.

BUDGET - EXHIBIT B

Administration

Reminder: Administration is limited to 5%

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

Line Item				TOTAL
Personnel				
Salaries *	\$ -			\$ -
Fringe Benefits	\$ -			\$ -
Mileage	\$ -			\$ -
Total Personnel	\$ -	\$ -	\$ -	\$ -
Non Personnel				
Supplies	\$ -			\$ -
Materials	\$ -			\$ -
Books	\$ -			\$ -
Teaching Aids	\$ -			\$ -
Credential training	\$ -			\$ -
Postage	\$ -			\$ -
Telephone	\$ -			\$ -
Maintenance	\$ -			\$ -
Printing	\$ -			\$ -
Equipment Rental	\$ -			\$ -
Equipment Purchase	\$ -			\$ -
Space Rental	\$ -			\$ -
Insurance	\$ -			\$ -
Utilities	\$ -			\$ -
** Indirect Costs	\$ 22,048			\$ 22,048
Audit	\$ -			\$ -
Legal	\$ -			\$ -
Accounting	\$ -			\$ -
***Profit	\$ -			\$ -
Background Screening	\$ -			\$ -
Subcontractor				\$ -
Total Non-Personnel	\$ 22,048	\$ -	\$ -	\$ 22,048
Total ADMINISTRATION	\$ 22,048	\$ -	\$ -	\$ 22,048

*Must be explained in detail.

** Must have an approved indirect cost rate plan all other overhead must be itemized.

***Profit - For for-profits only. Profit is limited to 7.5%.

*** Note that all gray areas are read only and can not be changed.

BUDGET - EXHIBIT B

Services

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

Line Item				TOTAL
Personnel				
Salaries *	\$ 478,163			\$ 478,163
Fringe Benefits	\$ 125,526			\$ 125,526
Mileage	\$ 5,176			\$ 5,176
Total Personnel	\$ 608,865	\$ -	\$ -	\$ 608,865
Non Personnel				
Supplies	\$ 7,599			\$ 7,599
Materials	\$ 3,000			\$ 3,000
Books	\$ -			\$ -
Teaching Aids	\$ 2,200			\$ 2,200
Credential training	\$ -			\$ -
Postage	\$ -			\$ -
Telephone	\$ 1,440			\$ 1,440
Maintenance	\$ -			\$ -
Printing	\$ -			\$ -
Equipment Rental	\$ -			\$ -
Equipment Purchase				\$ -
Space Rental	\$ -			\$ -
Insurance	\$ -			\$ -
Utilities	\$ -			\$ -
** Indirect Costs	\$ -			\$ -
Audit	\$ -			\$ -
Legal	\$ -			\$ -
Accounting	\$ -			\$ -
***Profit	\$ -			\$ -
Background Screening	\$ -			\$ -
Subcontractor	\$ 39,000			\$ 39,000
Total Non-Personnel	\$ 53,239	\$ -	\$ -	\$ 53,239
Total SERVICES	\$ 662,104	\$ -	\$ -	\$ 662,104

*** Note that all gray areas are read only and can not be changed.

<ORGANIZATION'S NAME>
 BUDGET - EXHIBIT B
 SUMMARY

<CONTRACT PERIOD>

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 *	\$ 478,163	\$ -	\$ 478,163
Fringe Benefits	\$ 125,526	\$ -	\$ 125,526
Mileage	\$ 5,176	\$ -	\$ 5,176
Total Personnel	\$ 608,865	\$ -	\$ 608,865
Non Personnel			
Supplies	\$ 7,599	\$ -	\$ 7,599
Materials	\$ 3,000	\$ -	\$ 3,000
Books	\$ -	\$ -	\$ -
Teaching Aids	\$ 2,200	\$ -	\$ 2,200
Credential training	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -
Telephone	\$ 1,440	\$ -	\$ 1,440
Maintenance	\$ -	\$ -	\$ -
Printing	\$ -	\$ -	\$ -
Equipment Rental	\$ -	\$ -	\$ -
Equipment Purchase	\$ -	\$ -	\$ -
Space Rental	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -
Utilities	\$ -	\$ -	\$ -
** Indirect Costs	\$ 22,048	\$ 22,048	\$ -
Audit	\$ -	\$ -	\$ -
Legal	\$ -	\$ -	\$ -
Accounting	\$ -	\$ -	\$ -
***Profit	\$ -	\$ -	\$ -
Background Screening	\$ -	\$ -	\$ -
Subcontractor	\$ 39,000	\$ -	\$ 39,000
Total Non- Personnel	\$ 75,287	\$ 22,048	\$ 53,239
GRAND TOTAL	\$ 684,152	\$ 22,048	\$ 662,104

ORGANIZATION'S BUDGET
PERSONNEL DETAILS
Salaries

CONTRACT PERIOD

Put 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 reports are added.

Job Title	Staff member (Lastname)	Annual Salary	Per 1/12 month	% of Salary to Admin Budget	\$ to Admin Budget*	% of Salary to Services Budget	\$ to Services Budget**	% of Salary from Other Workforce One Programs	\$ from other Workforce One Programs	% of Salary from Other Sources of Funding**	\$ to Other Sources of Funding**	Total % (Must total 100)	Total \$
Ext. Case Manager	Jane Doe	\$ 26,600		10	\$ 2,600	50	\$ 13,000	10	\$ 2,600	30	\$ 7,800	100	\$ 26,600
Grant Facilitator	Amy Carigan	\$ 53,551		100.00%	\$ 53,551		\$ 53,551		\$	0.00%	\$	100.00%	\$ 53,551
Grant Facilitator	Leola Washington	\$ 52,869		100.00%	\$ 52,869		\$ 52,869		\$	0.00%	\$	100.00%	\$ 52,869
Grant Facilitator	TBD	\$ 57,881		100.00%	\$ 57,881		\$ 57,881		\$	0.00%	\$	100.00%	\$ 57,881
Grant Facilitator	TBD	\$ 55,177		100.00%	\$ 55,177		\$ 55,177		\$	0.00%	\$	100.00%	\$ 55,177
Vocational Career Specialist	Riana Aguirre	\$ 37,840		100.00%	\$ 37,840		\$ 37,840		\$	0.00%	\$	100.00%	\$ 37,840
Clerk 1 246 day	Tanjie Cate	\$ 17,473		100.00%	\$ 17,473		\$ 17,473		\$	0.00%	\$	100.00%	\$ 17,473
Part-time Afterschool Teachers 24, 235 hours each	TBD	\$ 189,200		100.00%	\$ 189,200		\$ 189,200		\$	0.00%	\$	100.00%	\$ 189,200
Grant Facilitator extended calendar, 210 hours	Amy Carigan	\$ 7,293		100.00%	\$ 7,293		\$ 7,293		\$	0.00%	\$	100.00%	\$ 7,293
Grant Facilitator extended calendar, 210 hours	Leola Washington	\$ 7,224		100.00%	\$ 7,224		\$ 7,224		\$	0.00%	\$	100.00%	\$ 7,224
Grant Facilitator extended calendar, 210 hours	TBD	\$ 7,883		100.00%	\$ 7,883		\$ 7,883		\$	0.00%	\$	100.00%	\$ 7,883
Grant Facilitator extended calendar, 180 hours	TBD	\$ 6,620		100.00%	\$ 6,620		\$ 6,620		\$	0.00%	\$	100.00%	\$ 6,620
Vocational Career Specialist extended calendar, 210 hours	Riana Aguirre	\$ 5,152		100.00%	\$ 5,152		\$ 5,152		\$	0.00%	\$	100.00%	\$ 5,152
TOTALS					\$		\$ 478,153		\$		\$		\$ 478,153

*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 from Workforce One funds

Enter fringe benefits for all positions listed on Budget Page 4. Add rows as necessary.
NOTE: Columns with 0 are not automatically excluded from totals.

Position	Staff member (Name)	Amount Salary	Per FTE (total)	Per FTE (net)	Net Fringe (employee's share)	Net Fringe (to Admin Budget)	\$ for Fringes to Admin Budget	Net Fringe to Teacher Budget	\$ for Fringes to Teacher Budget	\$ for Fringes to Other Budgets	\$ for Fringes to Other Sources	Total Fringe (All Sources)	Total
Case Manager	Jane Doe	\$ 26,000	\$ 4,680	18%	10	\$ 468	\$ 468	\$ 2,340	\$ 2,340	\$ 0	\$ 0	\$ 2,340	\$ 4,680
Grant Facilitator	Amy Cardigan	\$ 53,551	\$ 16,851	31.47%	0.00%	\$ 0	\$ 0	\$ 16,851	\$ 16,851	\$ 0	\$ 0	\$ 16,851	\$ 16,851
Grant Facilitator	Leola Washington	\$ 52,869	\$ 16,738	31.65%	0.00%	\$ 0	\$ 0	\$ 16,738	\$ 16,738	\$ 0	\$ 0	\$ 16,738	\$ 16,738
Grant Facilitator	TBD	\$ 57,891	\$ 17,565	30.35%	0.00%	\$ 0	\$ 0	\$ 17,565	\$ 17,565	\$ 0	\$ 0	\$ 17,565	\$ 17,565
Grant Facilitator	TBD	\$ 55,177	\$ 15,719	28.49%	0.00%	\$ 0	\$ 0	\$ 15,719	\$ 15,719	\$ 0	\$ 0	\$ 15,719	\$ 15,719
Vocational Career Specialist	Sana Aguirre	\$ 37,640	\$ 14,258	37.62%	0.00%	\$ 0	\$ 0	\$ 14,258	\$ 14,258	\$ 0	\$ 0	\$ 14,258	\$ 14,258
0	0	\$ 0	\$ 0	0.00%	0.00%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Clerk I 246 day	Tangie Carr	\$ 17,473	\$ 10,898	62.37%	0.00%	\$ 0	\$ 0	\$ 10,898	\$ 10,898	\$ 0	\$ 0	\$ 10,898	\$ 10,898
Pay bene. Allowance benefits 24	TBD	\$ 169,200	\$ 27,916	16.50%	0.00%	\$ 0	\$ 0	\$ 27,916	\$ 27,916	\$ 0	\$ 0	\$ 27,916	\$ 27,916
Grant Facilitator extended calendar, 210 hours	Amy Cardigan	\$ 7,233	\$ 1,203	16.50%	0.00%	\$ 0	\$ 0	\$ 1,203	\$ 1,203	\$ 0	\$ 0	\$ 1,203	\$ 1,203
Grant Facilitator extended calendar, 210 hours	Leola Washington	\$ 7,224	\$ 1,197	16.50%	0.00%	\$ 0	\$ 0	\$ 1,197	\$ 1,197	\$ 0	\$ 0	\$ 1,197	\$ 1,197
Grant Facilitator extended calendar, 210 hours	TBD	\$ 7,883	\$ 1,304	16.50%	0.00%	\$ 0	\$ 0	\$ 1,304	\$ 1,304	\$ 0	\$ 0	\$ 1,304	\$ 1,304
Grant Facilitator extended calendar, 180 hours	TBD	\$ 6,620	\$ 1,092	16.50%	0.00%	\$ 0	\$ 0	\$ 1,092	\$ 1,092	\$ 0	\$ 0	\$ 1,092	\$ 1,092
Vocational Career Specialist extended calendar, 210 hours	Sana Aguirre	\$ 5,152	\$ 850	16.50%	0.00%	\$ 0	\$ 0	\$ 850	\$ 850	\$ 0	\$ 0	\$ 850	\$ 850
0	0	\$ 0	\$ 0	0.00%	0.00%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
TOTALS								\$ 125,585	\$ 125,585	\$ 0	\$ 0	\$ 125,585	\$ 125,585

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

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

***Total for all other Workforce Fund

BUDGET - EXHIBIT B

Personnel Costs

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

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

Cost Category*	Item
EX: Distance Travelled (Per employee)	Pompano to Fort Lauderdale
Mileage	For 4 Grant Facilitators to travel between
	11 schools and CSB and job sites.
TOTAL	

* Must match categories on budget pages 1-3

** Must match totals on Budget Summary, Budget Page 3

<ORGANIZATION'S NAME>
BUDGET - EXHIBIT B
Personnel Costs

<CONTRACT PERIOD>

Quantity	Unit Cost	Total Cost**
8 miles	\$0.445 (Mileage rate)	\$3.56
9,410	\$ 0.550	\$ 5,176
		\$ 5,176

BUDGET - EXHIBIT B

Non-Personnel Costs

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

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

Cost Category*	Item	Quantity
EX: Supplies	Paper	50
Supplies	Classroom/office supplies to support the program, such as folders, copy paper, pens, etc.	1
Materials	Instructional materials for iCon teachers & students. Quantities are pending.	1
Books		
Teaching Aids	Bus expense for College Experience trips for iCon students 10 schools 10 buses at \$220 per bus	1
Credential Training		
Postage		
Telephone	4 cell phones for Grant Facilitators Monthly charges	1

* Must match categories on budget pages 1-3

** Must match totals on Budget Summary, Budget Page 3

<ORGANIZATION'S NAME>
 BUDGET - EXHIBIT B
 Non-Personnel Costs

<CONTRACT PERIOD>

Unit Cost	Total Cost**
\$25	\$1,250
\$ 7,599	\$ 7,599
	\$ -
	\$ -
\$ 3,000	\$ 3,000
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
\$ 2,200	\$ 2,200
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
\$ 1,440	\$ 1,440
	\$ -
	\$ -
	\$ 14,239

BUDGET - EXHIBIT A

B

Non-Personnel Costs

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

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

Cost Category*	Item	Quantity
EX: Supplies	Paper	50
Maintenance		
Printing		
Equipment Rental		
Equipment Purchase		
Space Rental		
Insurance		
Utilities		

* Must match categories on budget pages 1-3

** Must match totals on Budget Summary, Budget Page 3

BUDGET - EXHIBIT B

Non-Personnel Costs

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

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

Cost Category*	Item	Quantity
EX: Supplies	Paper	50
**Indirect Cost	Indirect cost rate 3.33%	3.33%
Audit		
Legal		
Accounting		
***Profit		
Background Screening		
Subcontractor	Handy and JA	1
TOTAL		

* Must match categories on budget pages 1-3

** Must match totals on Budget Summary, Budget Page 3

<ORGANIZATION'S NAME>
 BUDGET - EXHIBIT B
 Non-Personnel Costs

<CONTRACT PERIOD>

Unit Cost	Total Cost**
\$25	\$1,250
\$ 662,104	\$ 22,048
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
\$ 39,000	\$ 39,000
	\$ -
	\$ -
	\$ 75,287

EXHIBIT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

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

- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is 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.

Robert W. Runcie, Superintendent of Schools, The School Board of Broward County, Florida
 Name and Title of Authorized Representative, Name of Contractor

Robert W. Runcie
 Signature

3-10-2014
 Date

EXHIBIT D

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 Contract for Services and Non-Disclosure and Confidentiality Certification 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 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/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 E

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource Broward and Contractor.

II. Terms and Conditions of Agreement:

A. The parties to this 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 Investment Act (WIA). Thus, the Agency hereby agrees to make available to CareerSource Broward and through CareerSource Broward to the Contractor, 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. Contractor 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. Contractor, 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. Contractor 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. Contractor's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Agreement to CareerSource Broward.

D. Contractor 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. Contractor 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. Contractor 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 D. These forms shall be submitted to CareerSource Broward. Contractor 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. Contractor 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 Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this 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. Contractor, 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 Contractor, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this 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:

Contractor is an independent contractor and shall carry out, exercise and execute its duties under this Agreement as an independent contractor. In discharging said duties and responsibilities, Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. Contractor 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 Agreement.

VI. Termination of the Agreement:

This Agreement may be terminated upon failure of either party to abide by the terms of the Agreement or for the convenience of the parties, within thirty (30) days of written notice by either party. CareerSource Broward reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by CareerSource Broward.

VII. Effective Dates of Agreement:

This 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.

Contractor

Name of Contractor:

The School Board of Broward County, Florida

Name of President or Chief Officer: Robert W. Runcie

(Signature) Robert W. Runcie

(Title) President or Chief Officer

(Date) 6-26-2014

ACCEPTED BY CareerSource Broward:

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

(Signature) Mason C. Jackson

(Title) President/CEO

(Date) 5/30/14

EXHIBIT F

LABOR UNION CONCURRENCE FORM

NAME OF ORGANIZATION: School Board of Broward County

Name of Union(s): SEE NOTE BELOW

(a) For organizations where employees are represented by organized labor (union).

I, _____, Representative/Agent of the above named labor union hereby declare that the placement of participants at the worksites operated by _____ will not infringe on the rights of others to employment in the _____ (organization bargaining unit)

Signed: _____ Date: _____
Union Representative/Delegate

(b) For organizations where employees are not represented by organized labor (union).

I, _____, position held _____

of _____ (organization) hereby declare that our workers are not unionized nor are they represented by or affiliated with any labor union.

Signed: _____ Date: _____
President, Secretary, Director, Principal, etc.

NOTE:

Since workers are not being paid by the School Board, this form is not applicable to the program offered by the School Board of Broward County, Florida. However, we are working with the Director of Employee Relations to see if the Union Representatives would be willing to sign off on the project to comply with this requirement.

EXHIBIT G

BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN CAREERSOURCE BROWARD AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR PROVIDING A WIA PROGRAM FOR YOUTH

This BUSINESS ASSOCIATE ADDENDUM amends the following Agreement by and between CareerSource Broward (hereinafter referred to as CSBD), Florida, and THE SCHOOL BOARD OF BROWARD COUNTY, INC. (hereinafter called "Business Associate"), , for providing a WIA program for youth located at 600 S.E. Third Avenue, Fort Lauderdale, FL 33301.

IN CONJUNCTION WITH the Existing Contract, this Business Associate Addendum is made and entered into by and between CSBD and the Business Associate.

WHEREAS, CSBD and the Business Associate have previously entered into an Agreement related to the operation of certain activities related to the provision of health care;

WHEREAS, the operation of such programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA);

WHEREAS, the requirements of HIPAA mandate that certain responsibilities of contractors with access to Protected Health Information as defined under HIPAA must be documented through a written agreement;

WHEREAS, CSBD and the Business Associate desire to comply with the requirements of HIPAA and acknowledge respective responsibilities;

NOW, THEREFORE, the parties enter into this Business Associate Addendum for the consideration set out below, all of which is deemed to be good and sufficient consideration in order to make this Business Associate Addendum a binding legal instrument.

Section 1: Definitions.

All terms used in this Addendum not otherwise defined shall have the meaning as those terms in 45 CFR 164.502 [hereinafter called, the HIPAA Privacy Rule].

Section 2: Obligations and Activities of the Business Associate.

- 2.1 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this special agreement or as required by law.
- 2.2 Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as permitted or required by this Addendum or as required by law.
- 2.3 Business Associate agrees to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.
- 2.4 Business Associate agrees to report to CSBD any use or disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware.
- 2.5 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from CSBD or created or received on behalf of CSBD by the Business Associate, agrees to the same restrictions and conditions that apply through this Addendum to the Business Associate with respect to such information.
- 2.6 Business Associate agrees to provide access to CSBD to all Protected Health Information in Designated Record Sets in a timely manner in order to meet the requirements under 45 CFR 164.524.
- 2.7 Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set as directed or agreed to by CSBD pursuant to 45 CFR 164.526 in a timely manner.
- 2.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from CSBD or created or received on behalf of CSBD available to CSBD or to the Secretary of Health and Human Services or designee within five (5) business days for the purposes of determining the Business Associate's compliance with the Privacy Rule.

- 2.9 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for CSBD to respond to an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- 2.10 Business Associate agrees to provide CSBD, or an individual under procedures approved by CSBD, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR 164.528.

Section 3: Permitted Uses and Disclosures.

- 3.1 Except as otherwise limited in this Addendum, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, CSBD as specified in the existing Contract, provided that such use or disclosure would not violate the Privacy Rule if done by CSBD or the minimum necessary policies and procedures of CSBD that are communicated to the Business Associate in writing.
- 3.2 Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.3 Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information to provide Data Aggregation services to CSBD as permitted by 42 CFR 164.504 (e)(2)(i)(B).
- 3.4 Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 42 CFR 164.504 (j)(1).

Section 4: Obligations of CSBD.

- 4.1 CSBD shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use of Protected Health Information.
- 4.2 CSBD shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use of Protected Health Information.

- 4.3 CSBD shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which CSBD has agreed in accordance with 45 CFR 164.522, to the extent that such changes may affect Business Associate's use of Protected Health Information.
- 4.4 CSBD shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CSBD.

Section 5: Term.

The term of this Addendum shall be effective upon execution by all parties, and shall terminate when all of the Protected Health Information provided by the CareerSource Broward or contractors for CSBD, or created or received by the Business Associate on behalf of CSBD, is destroyed, turned over to CSBD, or turned over to Contractors designated by CSBD.

Section 6: Amendment.

The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for CSBD to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

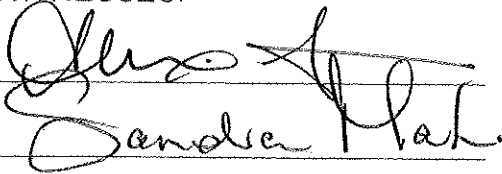
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BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN CAREERSOURCE BROWARD, AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA.

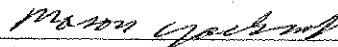
WHEREAS, the parties have made and executed this Business Associate Addendum to Agreement between CAREERSOURCE BROWARD and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, on the respective dates under each signature: CAREERSOURCE BROWARD through its President/CEO, authorized to execute same, and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, duly authorized to execute same on behalf of the _____.

CAREERSOURCE BROWARD

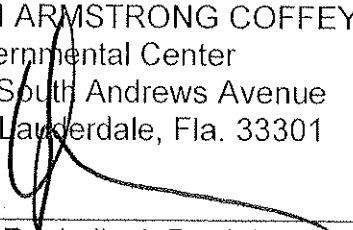
WITNESSES:



Sandra Mah

BY: 
Mason C. Jackson, President/CEO
DATE: 5/27/14

Approved as to form by
Office of the County Attorney for Broward County, Florida
JONI ARMSTRONG COFFEY, County Attorney
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Fla. 33301

BY: 
Rochelle J. Daniels
Assistant County Attorney

BUSINESS ASSOCIATE

WITNESSES:

BY: _____
Signature _____
Print Name: _____
DATE: _____

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)

THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

ATTEST:

By


Patricia Good, Chair

Robert W. Runcie,
Superintendent of Schools

Approved as to Form and Legal Content:

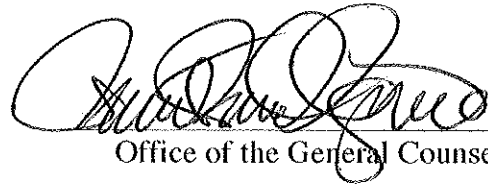

Office of the General Counsel 06/04/14

EXHIBIT H

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.

Robert W. Runcie, Superintendent of Schools

Name and Title of Authorized Representative

Robert Runcie 3-10-2014

Signature

Date

SIN No. 5100
03/30/2001

EXHIBIT I

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.

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 subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards¹.

1. 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 _____
Subawardee, Enter Name and Subawardee Tier _____ if known:

5. If Reporting Entity in No. 4 is
Address of Prime: _____

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

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

CFDA Number, if applicable: _____

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

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

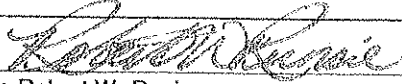
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.
2 (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

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

4. Include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checker "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.

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 Robert W. Runice
 Title Superintendent of Schools
 Telephone Number 754-321-2600 Date 11/1/94

³ Approved by OMB 0348-0046

EXHIBIT J

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.

The School Board of Broward County, Florida

1001 Career Academy

Grantee/Contractor/Organization

Program/Title

Robert W. Runcie

Robert W. Runcie

3-10-2014

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)

ASSURANCES AND CERTIFICATIONS

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

- A. Assurances – Non-Construction Programs (SF 424 B)
- B. Debarment and Suspension Certification (29 CFR Part 98)
- C. Certification Regarding Lobbying (29 CFR Part 93)
- D. Drug free Workplace Certification (29 CFR Part 98)
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

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

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

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

1. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.c 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.
3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract 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.

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

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

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

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

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

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

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

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

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

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

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

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

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

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

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

- b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.

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

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

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

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

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

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

(1) Section 188 of the Workforce Investment Act of 1998 (WIA) 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 WIA 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 WIA Title I – financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA 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.