

**81714  
PY'18-19  
PROFESSIONAL SERVICES AGREEMENT**

**AMENDMENT #1**

THIS AMENDMENT #1, hereinafter referred to as the "AMENDMENT", entered into between **CMA Enterprise Incorporated**, hereinafter referred to as the "CONTRACTOR", and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB", amends the Professional Services Agreement entered between the parties on **July 1, 2017**. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2017 and expiring June 30, 2018 to provide licensed dispute resolution expert (mediator or arbitrator) services to act as the Hearing Officer for the SFWIB adjudicating a single or multiple formal grievances filed by a workforce customer(s).

**Article 1, Effective Term**, is deleted in its entirety and replaced with the following language:

The term of this Agreement shall commence upon **July 1, 2017** and terminate at the close of business on **June 30, 2019**, irrespective of its date of execution.

**Article 2, Statement of Work**, is amended to include **Exhibit A-1, PY'18-19 Statement of Work**.

**Article 3, Compensation**, is deleted in its entirety and replaced with the following language:

The SFWIB agrees to compensate the Contractor for the costs associated with the provision of the services related to this Agreement and provided in accordance with **Exhibit A, Statement of Work** and **Exhibit A-1, PY'18-19 Statement of Work**. **Maximum payment for PY'17-18 shall not exceed \$10,000.00 dollars, and maximum payment for PY'18-19 shall not exceed \$10,000.00 in accordance with Exhibit B, Payment Provisions, and Exhibit B-1 PY'18-19 Payment Provisions**, attached hereto and incorporated herein by reference.

**Article 4, Prior Agreements**, is amended to include:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Attachment	8	Confidentiality Agreement
Exhibit	A-1	PY'18-19 Statement of Work
Exhibit	B-1	PY'18-19 Payment Provisions
Exhibit	C	Annual Certification

**Article 16, Termination**, is amended to include:

**16.3 Termination Due to the Lack of Funds.** In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the SFWIB may terminate this Contract upon no less than twenty-four (24) hours notice in writing to the Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The SFWIB shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this

Contract under this provision, the Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

- 16.4 Termination for Cause. The SFWIB may terminate the Contract if the Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue to perform any work not terminated. The SFWIB's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Contract. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- 16.5 Termination for Convenience. The SFWIB, by written notice to the Contractor, may terminate the Contract in whole or in part when the SFWIB determines in its sole discretion that it is in the SFWIB's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

**Article 17, Breach of Agreement**, is amended to include **Exhibit A-1, PY'18-19 Statement of Work**.

**Article 20, Records, section 20.2.1** is deleted in its entirety and replaced with the following language:

The Contractor shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Contractor shall not divulge such information without the written permission of the participant, or participant's responsible parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by the SFWIB, for purposes related to the performance or evaluation of the Contract may be divulged to the SFWIB or such other persons as the SFWIB may designate who have responsibilities for monitoring or evaluating the services and performances under the Contract, or to governmental authorities to the extent necessary for the proper administration of the law and the provision of services. All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. No release of information by the Contractor, if such release is required by federal or state law, shall be construed as a breach of this Contract. The Contractor shall provide a completed **Confidentiality Agreement, Attachment 8**.

**Article 30, Modifications**, is renamed to **Article 30, Amendments** and deleted in its entirety and replaced with the following language:

Any alterations, variations, amendments, extensions or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly approved and signed by both Parties hereto.

**Article 64, Annual Certification**, is hereby added as follows:

On an annual basis, the Contractor shall sign the certification that all certifications and assurances on file with the original AGREEMENT are current and that the terms and conditions have not

changed. The Contractor shall complete **Exhibit C, Annual Certification**, attached hereto and incorporated herein by reference.

**Article 65, Copeland Anti-Kickback Act**, is hereby added as follows:

The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances-Non-Construction Programs, Attachment 5**.

**Article 66, Davis-Bacon Act, As Amended (40 U.S.C. 3141-3148)**, is hereby added as follows:

When required by federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances-Non-Construction Programs, Attachment 5**.

All provisions in the AGREEMENT and any attachments thereto in conflict with this AMENDMENT shall be and hereby are changed to conform with this AMENDMENT.

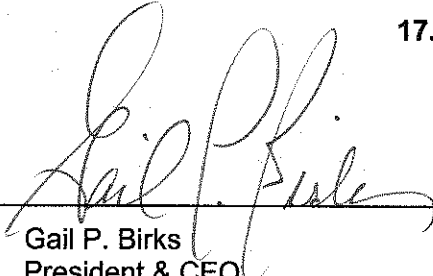
All other terms and conditions not in conflict with this AMENDMENT remain unchanged as agreed to in the original AGREEMENT.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

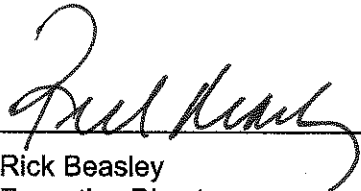
**SIGNATORY FORM**

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

AUTHORIZED SIGNATURE FOR: **CMA Enterprise Incorporated**  
PROGRAM ENTITLED: **Licensed Dispute Resolution (Grievance Hearing Officer) Services**  
INDEX CODE: **81714**  
CFDA: **WIOA AD 17.258; WIOA DW 17.278; WIOA RR: 17.278; TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; RET 93.584, 93.566; VET DVOP 17.801; VET LVER 17.801; TAA 17.245; Wagner Peyser 17.207; Wagner Peyser Incentives 17.207; Military Family Employment Program 17.207; WIOA Incentives 17.258, 17.259, 17.278**

BY:  \_\_\_\_\_ Date 5/22/18  
Gail P. Birks  
President & CEO  
CMA Enterprise Incorporated

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

BY:  \_\_\_\_\_ Date 6/7/18  
Rick Beasley  
Executive Director  
South Florida Workforce Investment Board

**PY'18-19 STATEMENT OF WORK  
CMA ENTERPRISE INCORPORATED  
LICENSED DISPUTE RESOLUTION EXPERT (MEDIATOR OR ARBITRATOR)**

**I. Introduction:**

The Florida Department of Economic Opportunity's (DEO) regulations mandate that complaint/grievance and hearing procedures be in place for complaints under the Welfare Transition, Workforce Innovation and Opportunity Act and/or Wagner-Peyser Programs.

Participants/customers/applicants have the right to file a complaint or grievance if they believe that they have been treated unfairly in connection with any workforce program overseen by the South Florida Workforce Investment Board ("SFWIB") d/b/a CareerSource South Florida (CSSF).

The Contractor does hereby agree to provide Licensed Dispute Resolution Expert (Mediator or Arbitrator) services for the SFWIB as described below, in compliance with the conditions herein stated.

**II. Services to be rendered:**

The Contractor shall, upon the request of the SFWIB, perform Licensed Dispute Resolution Expert (Mediator or Arbitrator) services for the SFWIB as set forth below:

- A. The Contractor shall serve as the Hearing Officer for the SFWIB and, to ensure objectivity, shall provide grievance resolution services as an independent agent.
- B. The Contractor shall adjudicate a single or multiple formal grievances filed by a workforce customer(s) in accordance with the SFWIB's **Grievance Procedures, Attachment 1A**.
- C. The Contractor shall conduct the hearings informally, and will render a written decision to the grievant and the SFWIB's Equal Opportunity Officer (EOO) within ten (10) calendar days from the date of the hearing based on the facts and evidence as presented.
- D. The Contractor shall provide the grievant with a neutral venue to present arguments and evidence.
- E. The Contractor shall have the right to dismiss the grievance if the grievant or his/her representative fails to appear for the hearing without good cause.
- F. The Contractor shall decide on the admissibility of testimony or evidence in accordance with the Florida Rules of Civil Procedures.
- G. The Contractor shall render a decision based on fact or law of the arguments and evidence presented.
- H. The Contractor shall issue a written decision to the grievant and the SFWIB's EOO within ten (10) days from the date the formal hearing is held, and not to exceed sixty (60) days from which the formal hearing request was received by the SFWIB's Customer Service Unit.
- I. The Contractor shall apply Rule 60BB-1.005, Florida Administrative Code, the SFWIB's Grievance Policies and Procedures and 20 Code of Federal Regulations section 652.9 in adjudicating the grievance.

**III. Definition:**

The terms customer, applicant, participant, or interested party refers to the person who has sought access to any workforce program overseen by the SFWIB.

**IV. Request for Services:**

All services request will be made by the SFWIB on an as-needed basis.

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**PY'18-19 PAYMENT PROVISIONS  
CMA ENTERPRISE INCORPORATED  
LICENSED DISPUTE RESOLUTION EXPERT (MEDIATOR OR ARBITRATOR)**

The SFWIB shall pay the Contractor upon completion of the Licensed Dispute Resolution Expert (Mediator or Arbitrator) service as set forth in **Exhibit A-1, PY'18-19 Statement of Work**.

**I. COMPENSATION**

Upon receipt of invoices, the Contractor shall receive payments not to exceed **\$10,000.00**.

The hourly and daily rate amount payable per for Licensed Dispute Resolution Expert (Mediator or Arbitrator) services rendered is as follows:

<b>Hourly Rate</b>	<b>\$250.00</b>
<b>Daily Rate (all inclusive)</b>	<b>\$2,000.00</b>

These payments represent an all-inclusive fee. No other payments by the SFWIB to the Contractor for any materials of any kind whatsoever, including, but not limited to, charges or expenses for travel, copying, courier, postage, or personal expenses shall be made and the Contractor shall be solely responsible for any such goods or expenses, incurred by the Contractor.

**II. INVOICES**

- A. The Contractor shall submit timely invoices to the SFWIB for services provided under this Agreement.
- B. The Contractor shall complete an **original** invoice itemizing services rendered for each payment being requested. The invoice shall include: date of service, type of service rendered and billable hours.
- C. The Contractor shall mail to the SFWIB the completed **original signed invoice** to the address set forth in **Article 19 (Notices) of the Agreement** and labeled: Attention: Finance Department.
- D. The SFWIB must receive the original signed invoice(s) not later than thirty (30) calendar days following the day in which services were provided.
- E. Upon receipt of the invoice(s), after confirming the conditions set forth in **Exhibit A-1, PY'18-19 Statement of Work** are met, the SFWIB shall make payment(s) to **CMA Enterprise Incorporated**.
- F. The parties agree that the processing of an original signed invoice submitted by the Contractor shall be completed within thirty (30) calendar days or less after receipt of the invoice by the SFWIB.
- G. If any portion of the invoice is disputed, the SFWIB shall pay the undisputed portion.
- H. If the quality of work is unsatisfactory for a particular service or period of time by the Contractor, a holdback of payment for said service or period shall occur until the quality of the work is deemed satisfactory by the SFWIB.
- I. The SFWIB, as a governmental entity, shall not be responsible for federal, state, and local taxes levied or assessed in connection with the performance of service by the Contractor under this Agreement.

ANNUAL CERTIFICATION

Gail P. Birks, President and CEO, on behalf of CMA Enterprise Incorporated, certifies and assures that all certifications and assurances on file with the Agreement are current. This certification is incorporated and made a part of the Agreement Index Code #81714.

By: [Signature] \_\_\_\_\_ 2018  
Signature of Affiant Date

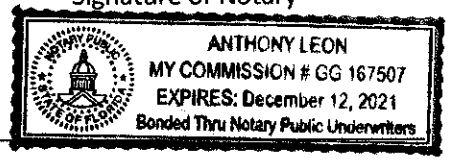
GAIL P. BIRKS, PRESIDENT  
Printed Name of Affiant and Title

CMA Enterprise Incorporated  
Printed Name of Firm

207 Laurel Oak Lane, Suite B, Davie, FL 33325  
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 25<sup>th</sup> day of MAY, 2018  
He/She is personally known to me or has presented FL DL as identification.  
Type of identification

[Signature] \_\_\_\_\_  
Signature of Notary Serial Number



GG 167507  
Expiration Date  
12/12/21

Notary Public – State of FLORIDA