

STAFFING SERVICES AGREEMENT
Index Code 81952

THIS STAFFING SERVICES AGREEMENT (hereinafter “**Agreement**” or “**Contract**”) is made and entered into by and between the **South Florida Workforce Investment Board d/b/a CareerSource South Florida** (hereinafter the “**SFWIB**” or “**CSSF**”) and **22nd Century Technologies, Inc.** (hereinafter “**TSCTI**” or “**Contractor**”) individually referred to as the “**Party**” or collectively referred to as the “**Parties**.”

WITNESSETH:

WHEREAS, the SFWIB requires temporary staff (hereinafter “**Assigned Employees**”) to be provided on an as needed basis to support the goals and objectives of the SFWIB;

WHEREAS, the SFWIB has selected **TSCTI** as a non-exclusive staffing supplier and **TSCTI** has agreed to provide recruiting and payroll services to the SFWIB as set forth in this Agreement; and

WHEREAS, **TSCTI** is qualified and experienced to provide such recruiting and payroll services and is duly authorized to operate in the state of Florida.

THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1
EFFECTIVE TERM

This Agreement shall commence upon **July 1, 2019**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2020**, unless earlier terminated as provided below.

The SFWIB may, in the SFWIB’s sole discretion, renew this Agreement for up to two (2) additional one (1) year periods contingent upon satisfactory performance and availability of funding to the SFWIB and upon such terms and conditions as both Parties agree to in writing.

ARTICLE 2
STATEMENT OF WORK

The Contractor shall perform all of the work set forth in **Exhibit A, Statement of Work**, attached hereto and incorporated herein. No changes in the Statement of Work shall be made unless such changes are mutually agreed upon by the Parties in writing.

ARTICLE 3
PAYMENT TERMS, BILL RATES AND FEES

The SFWIB shall pay **TSCTI** for its services according to the rates set forth in **Exhibit A, Attachment 2, PY’19-20 Pay Rate Table and Exhibit A, Attachment 3, PY’19-20 Enhanced Benefits Table** attached hereto and incorporated herein, and according to the terms set forth below.

TSCTI shall invoice the SFWIB for services provided under this Agreement on a monthly basis unless otherwise agreed by the SFWIB and **TSCTI**. **TSCTI** shall submit invoices via electronic mail as follows:

- Invoices for career center locations shall be submitted to Mr. Robert Smith at Robert.Smith2@CareerSourcesfl.com.
- All other invoices shall be submitted to the SFWIB’s Finance Department at cssf_ap@careersourcesfl.com.

TSCTI shall submit a separate itemized invoice to the SFWIB for Assigned Employees who will partake in the approved SFWIB medical, dental and vision insurance plans. Said invoices shall designate the type of insurance, premiums, and plan coverage costs, per staff location.

The SFWIB shall pay all proper invoices within thirty (30) business days of receipt. Original invoices itemizing services rendered, per location, shall be supported by each properly authorized time sheet pertaining to payroll cycle worked by each of the Assigned Employees and an itemized Payroll Register, which includes wage payments, benefits, and withholdings for the payroll for which reimbursement is requested. If any portion of the invoice is disputed, the SFWIB shall pay the undisputed portion. A separate bi-weekly report will also be submitted by **TSCTI** indicating the charges incurred for staff payroll by location.

Assigned Employees are presumed to be non-exempt from laws requiring for overtime, holiday work, or weekend work. **TSCTI** will charge the SFWIB special rates for overtime only when an Assigned Employee's work on assignment to the SFWIB, viewed by itself, would legally require overtime pay and the SFWIB has authorized, directed, or allowed, in writing, the Assigned Employee to work such overtime. The SFWIB will be responsible for paying overtime wages when an Assigned Employee, authorized, directed or allowed by the SFWIB in writing, has worked more than forty (40) weekly hours (Monday to Sunday) for the SFWIB. The overtime bill rate is calculated at one and one-half (1.5) times of the regular bill rate.

- The Contractor shall not require employees to perform services to the SFWIB on holidays officially observed by Miami-Dade County (the "County"), unless such services are approved in writing by the SFWIB. If such services are required on official holidays observed by the County, the SFWIB will notify the Contractor in advance. Holidays shall be billed at the regular billing rates for the specified position. No additional allowances will be given for holidays worked.
- Holidays shall be billed at the regular billing rates for the specified position as set forth in **Exhibit A, Attachment 2, PY'19-20 Pay Rate Table**. No additional allowances will be given for Holidays worked.
- Overtime may be billed by the Contractor only if the overtime hours were previously approved in writing by the SFWIB and after the assigned employee has worked forty (40) hours in a calendar week.

The SFWIB, as a governmental entity, shall not be responsible for federal, state, and local taxes levied or assessed in connection with services performed by **TSCTI** under this Agreement.

Pricing Information		
Services	Mark-up Rate	Effective Date
Staffing Services	See Table Below	July 1, 2019 – June 30, 2020
Recruiting Services	See Table Below	July 1, 2019 – June 30, 2020

Group 1, Group 2, Group 3	Staffing Services		Recruiting Services
	ACA Benefits	Enhanced Benefits	
FICA	6.20%	6.20%	6.20%
MICA	1.45%	1.45%	1.45%
FUTA	0.60%	0.60%	0.60%
SUTA	0.23%	0.23%	0.23%
Workers Compensation	0.24%	0.24%	0.24%
Benefits	14.00%	16.00%	14.00%
Administrative Costs	5.28%	5.28%	7.28%
TOTAL	28%	30%	30%

**ARTICLE 4
PRIOR AGREEMENTS**

- 4.1 This Agreement and its attachments and exhibits incorporate all prior negotiations, correspondence, conversations, agreements, and understandings, whether oral or written, applicable to the matters contained herein and the Parties agree that there are no other commitments, agreements or understandings concerning the subject matter of this Agreement which are not contained in this Agreement or in its attachments and exhibits. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

The following Attachments and Exhibits are incorporated into this Agreement:

<u>Type</u>		<u>Description</u>
Attachment	1	CareerSource Florida State and Local Workforce Development Board Contracting Conflict of Interest Policy
Attachment	2	Trafficking Victims Protection Act of 2000
Attachment	3	Assurances and Certifications
Attachment	4	Certification Regarding Environmental Tobacco Smoke
Attachment	5	Assurances-Non-Construction Programs
Attachment	6	Code of Business Ethics Affidavit
Attachment	7	Certification Regarding the Florida Clean Indoor Air Act
Attachment	8	Confidentiality Agreement
Attachment	9	Individual Non-Disclosure and Confidentiality Form
Attachment	10	Disclosure and Certification of Conflict of Interest in a Contract
Exhibit	A	Statement of Work
(Exhibit A) Attachment	1	PY'19-20 Job Descriptions
(Exhibit A) Attachment	2	PY'19-20 Pay Rate Table
(Exhibit A) Attachment	3	PY'19-20 Enhanced Benefits Table
Exhibit	B	Annual Certification

- 4.2 The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination or cancellation hereof.

**ARTICLE 5
CONDITIONS PRECEDENT**

The Contractor shall provide to the SFWIB, prior to commencement of performance under this Contract, the following documentation:

1. Articles of Incorporation and Corporate By-Laws (If Applicable).
2. Board of Directors Requirements. A formal resolution from the Contractor's Board of Directors or other document from its governing body authorizing execution of the Contract with the SFWIB to ensure that the Contractor's governing body is apprised of the fiscal, administrative, and contractual obligations of the services funded through the SFWIB.
3. Certificate of Corporate Status, if a Corporation. A certificate of status in the name of the Contractor, which certifies the following: that the Contractor is organized under the laws of the state of Florida or another state and registered to do business in the state of Florida; that all fees and all penalties fees, related to filing of registration, re-instatement, renewal, etc., have been paid; that the Contractor's most recent annual report has been filed; that Contractor's status is active; and that the Contractor has not filed Articles of Dissolution with the state of Florida or another state.
4. Limited Liability Company ("LLC") Affidavit (If Applicable).

5. W-9 – Request for Taxpayer Identification Number and Certification. The Contractor shall ensure that a current form W-9 is provided to the SFWIB prior to the execution of this Agreement.

ARTICLE 6 INSURANCE

- 6.1 The Contractor shall maintain the required insurance as specified below, and shall provide to the SFWIB, proof of such insurance in compliance with the timelines identified in Section 6.2b below. The SFWIB shall not disburse any funds until the SFWIB is provided with the necessary certificate(s) of insurance, the SFWIB has approved such document(s), and executed the Contract. Such insurance policies shall be in the amounts indicated below:

a. Commercial General Liability Insurance:

- i. Contractor shall secure occurrence-based commercial general liability (“CGL”) insurance provided by a policy with coverage at least as broad as an unendorsed ISO CG 00 01 12 04 form, including, but not limited to, coverage for premises, operations and products/completed operations. Contractor shall ensure that the limits are at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. Commercial umbrella or excess liability insurance on a follow-form basis may be used to satisfy the required liability limits if the primary limits are insufficient.
- ii. Contractor shall ensure that the SFWIB and its directors, officers, employees and agents, are covered as additional insureds without limitation for the CGL policy. Contractor shall provide primary coverage for additional insureds. Contractor shall ensure that coverage other than CGL insurance available to the SFWIB is in excess of Contractor’s coverage. Such coverage cannot be called upon to contribute to defense or settlement of claims until Contractor’s coverage has been exhausted by defense or settlement of claims arising out of or related to Contractor’s performance of the Contract.

- b. Worker’s Compensation Insurance: For each person employed or enrolled by the Contractor, the Contractor shall secure worker’s compensation insurance, including, but not limited to, insurance for participants enrolled in occupational skills training or employability skills training programs and projects. Worker’s compensation insurance shall be secured in an amount that is consistent with Chapter 440, Florida Statutes. In cases of participant work experience, the State of Florida covers worker’s compensation for Florida Department of Economic Opportunity (“DEO”) funded work experience programs administered pursuant to section 445.009(11), Florida Statutes. If worker’s compensation insurance cannot be secured for participants, an alternative insurance approved in advance and in writing by the SFWIB must be secured.

- c. Employer’s Liability Insurance: The Contractor shall secure employer’s liability insurance with a limit of no less than \$100,000 bodily injury each accident, \$100,000 bodily injury by disease each employee and \$500,000 policy limit for bodily injury by disease, on behalf of and in the name of the Contractor.

- d. Worker’s Re-employment Assistance (formerly Unemployment Compensation) Insurance (RAI):

The Contractor shall secure worker’s re-employment assistance insurance in accordance with federal and state laws for each person it employs. The Contractor shall submit the following documents:

- i. A copy of the two most recent RT-6 reports (or RT-29 if applicable), submitted to the state of Florida.
- ii. Proof that RAI taxes were paid to the state of Florida in the two most recent quarters:
 - Tax summary page or tax impound pages from your P.E.O., or
 - Bank statements showing payments/electronic funds transfers to the State, or
 - Copies of canceled checks

Ensure that the amounts indicated in the proofs of payment match the amount totals of the RT-6/RT-29 reports.

6.2 Submission of the Insurance to the SFWIB:

- a. The Contractor shall secure all insurance required under this Contract **prior to the provision of services under the Contract.**
- b. **All Policies and Certificates of Insurance must be in the possession of the SFWIB prior to the execution of the Contract.** If the Contractor secures any of the insurance policies, which have effective dates that are after the beginning effective period of the Contract, then **the beginning effective period of the Contract shall be equal to the effective date of the latest insurance policy secured by the Contractor.**
- c. The Contractor may not incur any costs prior to the effective period of the Contract. If such costs are incurred, they are the sole responsibility of the Contractor and may not be reimbursed through any funds awarded by the SFWIB.
- d. All insurance policies secured by the Contractor must be issued by companies authorized to do business in the state of Florida, with the following qualifications:
 - i. The company must be rated not less than "A" as to management; and not less than Class "VII" as to financial strength by the latest edition of Best's Insurance Guide, published by A. M. Best Company, Inc., Oldwick, New Jersey, or its equivalent, subject to the approval of the SFWIB;
 - or
 - ii. The company shall hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized to do Business in Florida," issued by the state of Florida Department of Insurance and shall be members of the Florida Guaranty Fund.
- e. All certificates of insurance submitted to the SFWIB must provide the following information:
 - i. The agency/individual/position that is insured/bonded;
 - ii. The amount of the bond or insurance policy;
 - iii. The beginning effective date of the policy and the expiration date of the policy;
 - iv. A statement, which ensures that the SFWIB will be notified of any cancellation of the policy at least thirty (30) days prior to said cancellation; and
 - v. A statement naming the **SFWIB as the Loss-Payee or as an additional party insured with respect to each of the coverages required by this Contract** set forth in sections 1-a, 1-b and 1-c above.

6.3 If an insurance policy is cancelled during the effective period of the Contract, the SFWIB shall withhold all payments from the Contractor until a new certificate of insurance is submitted and accepted by the SFWIB. The new insurance policy must cover the period commencing from the date of cancellation of the prior insurance policy.

6.4 If the Contractor fails to secure the required insurance as a result of such cancellation within ten (10) calendar days after the effective date of cancellation, the SFWIB may immediately terminate the Contract.

6.5 The Contractor shall notify, in writing, the SFWIB of any changes in insurance coverage, including, but not limited to, any renewals of existing insurance policies, not later than ten (10) days prior to the effective date of the changes.

6.6 Upon review of the Contractor's **Statement of Work, Exhibit A**, the SFWIB may increase, waive or modify, in writing, any of the foregoing insurance requirements. Any request by a Contractor to decrease, waive or modify any of the foregoing insurance requirements must be approved, in writing, by the SFWIB prior to any such decrease, waiver or modification.

6.7 The SFWIB may require the Contractor to furnish additional or different insurance coverage, or both, as may be required from time to time pursuant to applicable law. Provision of insurance by the Contractor, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that the SFWIB may have against the Contractor for any liability of any nature or of any kind related to performance under this Contract or otherwise.

**ARTICLE 7
ASSURANCE OF COMPLIANCE**

The Contractor assures that it is currently in compliance with, and shall maintain and ensure its compliance, as applicable, with federal, state, and local laws, which include, but are not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns and payment of payroll taxes, as applicable, throughout the term of this Agreement.

**ARTICLE 8
EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.1 Pursuant to Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, the Contractor shall:
- 8.1.1 Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term; and
 - 8.1.2 Include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- 8.2 **E-Verify** is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required E-Verify Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify.
- 8.3 The Department of Homeland Security's E-Verify system can be found at:
http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- 8.4 If the Contractor does not have an E-Verify MOU in effect, the Contractor must **enroll in the E-Verify system prior to hiring any new employee** after the effective date of this Contract.

**ARTICLE 9
IMMIGRATION REFORM AND CONTROL ACT**

The Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for individuals who are hired and will perform services under the Contract.

**ARTICLE 10
THE FAIR LABOR STANDARDS ACT (29 U.S.C. §201 ET.SEQ.)**

The Contractor shall comply with the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §201 et. Seq.).

The Contractor shall be required to compute the wages of every Assigned Employee on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week.

**ARTICLE 11
AFFORDABLE CARE ACT**

The Contractor shall comply with all provisions of the Affordable Care Act applicable to assigned employees, including the employer's shared responsibility relating to the offer of "minimum essential coverage" to all full time employees. Insurance coverage shall, at a minimum, meet state and federal requirements.

**ARTICLE 12
CONFLICTS AND CODES OF CONDUCT**

The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her domestic partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements.

The Contractor shall comply with the Miami-Dade County, Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. The Contractor shall set and/or adopt standards of conduct which describe obligations under Section 2-11.1 et al. and provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor. The Contractor shall submit a **Code of Business Ethics Affidavit, Attachment 6**, attached hereto and incorporated herein by reference as if fully set forth herein stating the Contractor has adopted a Code that complies with the requirements of Sec. 2-8.1 of the Code of Miami-Dade County.

**ARTICLE 13
GRATUITIES**

The Contractor shall not accept a gift from, offer to give, or give any gift to any **SFWIB member, SFWIB employee, SFWIB approved Vendor**, or to any **family member** of an SFWIB member, SFWIB employee, or SFWIB approved Vendor.

The term "family member" includes, but is not limited to father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter and domestic partner.

The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, food, beverage, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

Violation of this provision will constitute a breach of this Contract. In addition to any other remedies available to the SFWIB, any violation of this provision will result in referral of the Contractor's name and description of the violation of this term to the state of Florida, Department of Management Services for the potential inclusion of the Contractor's name on the suspended vendors list for an appropriate period. This provision will survive the Contract for a period of two (2) years after its expiration or termination.

**ARTICLE 14
ASSIGNMENT AND SUBCONTRACTING**

The Contractor shall not assign, transfer, or encumber this Contract or any rights accruing hereunder in whole or in part without the express written authorization of the SFWIB, which authorization may be withheld in the sole discretion of the SFWIB.

Additionally, the Parties hereto agree that no subcontract shall be entered into under or pursuant to this Contract without the prior written approval of the SFWIB, with said prior written approval issued at the sole discretion of the SFWIB.

**ARTICLE 15
APPLICABLE LAW AND VENUE**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any legal controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to and resolved under the jurisdiction of the state courts of the Eleventh Judicial Circuit of Miami-Dade County, Florida, to the exclusion of all others.

ARTICLE 16
UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS
FOR FEDERAL AWARDS

The Contractor shall comply with 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 78 FR 78590-01 (Dec. 26, 2013), as supplemented by 2 CFR Part 2900 (December 19, 2014).

ARTICLE 17
TERMINATION

- 17.1 Termination for Cause Including Default and Breach of Contract. The SFWIB may terminate this Contract, for default and breach of Contract, including, but not limited to, for the reasons identified in **Article 18, Breach of Contract**. In the event of termination of this Contract for cause, any payments to the Contractor shall be determined based upon the provisions of **Article 19-Breach of Contract: SFWIB Remedies**. 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. If SFWIB terminates the Contract for default, the Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits.
- 17.2 Termination for Circumstances Beyond the Contractor's Control. Either Party may terminate this Agreement for circumstances beyond the Contractor's control including, but not limited to, labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the Parties. In the event of termination of this Contract under this provision, neither Party will be responsible for failure nor delay in performance of this Contract. Such failure or delay in performance will not result in any additional charge or costs, under this Contract, to either Party. The Party seeking termination of the Contract under this provision shall provide prompt notice of termination to the other Party. In no event shall notice be provided later than thirty (30) days after the occurrence triggering termination.
- 17.3 Termination without Cause. The SFWIB may terminate this Contract without cause by providing thirty (30) days' prior written notice to the Contractor. The Contractor shall be entitled to receive compensation for services performed in accordance with the conditions set forth herein through and including the date of termination. However, the SFWIB shall not be liable for any expenses incurred by the Contractor after the effective date of termination of this Contract. The Contractor shall not be entitled to recover any cancellation charges, lost profits, indirect costs, or consequential damages incurred as a result of said termination.
- 17.4 Termination Due to the Lack of Funds. If funds received by SFWIB to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the SFWIB, in its sole discretion, may terminate this Contract upon no less than twenty-four (24) hours' notice, in writing, to Contractor. Said notice must 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 may not reallocate funds earmarked for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract due to the lack of funds, the SFWIB shall compensate the Contractor for any work completed in accordance with the terms of the Contract prior to the date of the notification of termination. The Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits as a result of a termination due to the lack of funds.

ARTICLE 18
BREACH OF CONTRACT

- 18.1. If the Contractor fails to comply, in whole or in part, with any provision of the Contract, such failure constitutes a breach of the Contract. A non-exhaustive list of breaches of this Contract is as follows:
- 18.1.1 The Contractor fails, in whole or in part, to provide the goods or services set forth in the solicitation, **Statement of Work, Exhibit A**, or other attachments or exhibits;

- 18.1.2 The Contractor refuses to allow the SFWIB full access to records;
 - 18.1.3 The Contractor attempts to meet the Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement;
 - 18.1.4 The Contractor fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the SFWIB or any of its agencies or instrumentalities;
 - 18.1.5 The Contractor fails to fulfill in a timely and proper manner any and all of Contractor's obligations, covenants and agreements set forth in this Agreement; and
 - 18.1.6 The Contractor fails to maintain and ensure its compliance, as applicable, with federal, state, county, and local laws, which include, but are not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns and payment of payroll taxes, as applicable, throughout the term of this Contract or any other contractual agreement the Contractor has with the SFWIB.
- 18.2. Waiver of breach of any provisions of this Contract by the SFWIB shall not be deemed to be a waiver of any other breach of any other provision and shall not be construed to be a modification of this Contract.

ARTICLE 19
BREACH OF CONTRACT: SFWIB'S REMEDIES

19.1 If the Contractor breaches this Contract, the SFWIB may pursue any or all of the following remedies:

- 19.1.1. The SFWIB may terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In the event of termination, the Contractor shall, upon the SFWIB's request: (a) return all finished or unfinished documents, data studies, surveys and reports prepared or obtained by the Contractor with the SFWIB's funds under this Contract; (b) reimburse any funds the SFWIB awarded to the Contractor, which were not lawfully expended, under this Contract; and (c) terminate or cancel any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such termination, in addition to the SFWIB's attorneys' fees and costs;

The SFWIB may suspend payment, in whole or in part, under this Contract by providing written notice to the Contractor of such suspension and specifying the effective date thereof. All payments to the Contractor as of the effective date of suspension shall cease. On the effective date of suspension, if requested by the SFWIB, the Contractor shall immediately cease to provide services pursuant to this Contract. If payments are suspended, the SFWIB shall specify in writing the actions that shall be taken by the Contractor as a condition precedent to resumption of payments and shall specify a date for compliance. The SFWIB may also suspend any payments, in whole or in part, under any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such suspension, in addition to the SFWIB's attorneys' fees;

- 19.1.2. The SFWIB may seek enforcement of this Contract by any action at law or equity available to the SFWIB, including, but not limited to, filing an action in a court of competent jurisdiction. The venue of any such action shall be in Miami-Dade County, Florida. The Contractor shall be responsible for all program and administrative costs of the SFWIB associated with such enforcement, in addition to the SFWIB's attorneys' fees and costs through final resolution of the matter including appeal;
- 19.1.3. If, for any reason, the Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement, the SFWIB may, whenever the SFWIB deems it to be in the SFWIB's best interest, terminate this Contract by providing written notice to the Contractor of such termination and specifying the effective date thereof. In such case, the SFWIB may terminate or cancel any other contracts the Contractor has with the SFWIB. The Contractor shall be responsible for all of the SFWIB's program and administrative costs associated with any such termination or cancellation, in addition to the SFWIB's attorneys' fees. Any contractor who attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation or material misstatement may be debarred from the

SFWIB contracting for a period not to exceed five (5) years; or

19.1.4. Any other remedy available at law or equity or administratively.

ARTICLE 20 NOTICES

It is understood and agreed between the Parties that written notice shall be mailed or delivered to the addresses set forth below and same shall be effective upon mailing or hand delivery. The Parties designate the following:

For South Florida Workforce Investment Board:

Rick Beasley
Executive Director
South Florida Workforce Investment Board
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

For 22nd Century Technologies, Inc.:

Satvinder Singh, President
22nd Century Technologies, Inc.
220 Davidson Avenue, Suite 118
Somerset, New Jersey 08873

ARTICLE 21 FLORIDA PUBLIC RECORDS LAW

21.1 Florida Public Records Law

21.1.1 The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in connection with this Contract, except that public records which are made confidential or exempt from public record disclosure by law must be protected from disclosure and include, but is not limited to criminal history information derived from the U.S. Department of Justice. The Contractor's failure to allow such public access shall result in the immediate termination of this Contract or any renewal. The Contractor shall maintain public records stored in electronic record keeping systems in accordance with Chapter 119, Florida Statutes, and Rule IB-26.003 of the Florida Administrative Code.

21.1.2 Pursuant to section 119.0701, Florida Statutes, the Contractor shall:

- (a) Keep and maintain public records required by the SFWIB to perform the services;
- (b) Upon request from the SFWIB's custodian of public records, provide the SFWIB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the SFWIB; and
- (d) Meet all requirements for retaining public records and transfer to the SFWIB, at no cost to the SFWIB, all public records created, received, maintained and or directly related to the performance of this Contract that are in possession of the Contractor upon termination of this Contract. Upon termination of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the SFWIB, upon request from the SFWIB's custodian of public records, in a format that is compatible with the SFWIB's information technology systems.

21.1.3 For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of the SFWIB's official business.

21.1.4 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Via e-mail: recordsrequest@careersourcesfl.com
Office of the Executive Director. Telephone: 305-929-1500
South Florida Workforce Investment Board
The Landing at MIA
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234**

21.1.5 In the event the Contractor does not comply with the public records requirements set forth in section 119.0701, Florida Statutes and this Article 21 of this Agreement, the SFWIB shall avail itself of the remedies set forth in **Article 17-Termination, Article 18-Breach of Agreement, and Article 19-Breach of Agreement: SFWIB's Remedies of this Agreement.**

21.1.6 A Contractor who fails to provide the public records as required by law, within a reasonable time, may also be subject to penalties under section 119.10, Florida Statutes.

21.2 Confidentiality of Records

21.2.1 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, including but not limited to social security numbers, demographic data (race/ethnicity, sex, age, and disability status), employment services records, supplemental nutrition assistance program records, job corps records, migrant and seasonal farm worker records, North American Free Trade Agreement-Transitional Adjustment records, Trade Adjustment Assistance under Trade Act of 1974 records, Worker adjustment and Retraining Notification Act records, Welfare Transition Program/TANF records, displaced homemaker records, Labor Market Information individual identifiable data, school readiness records, medical records and disability related information, unemployment compensation records, background screening records, WIOA records as specified in the applicable federal law and implementing procedures, etc. without the written permission of the participant, or participant's custodial 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.

21.2.2 All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. . The Contractor shall abide by all applicable federal, state and

local laws and regulations regarding confidential information, including personally identifiable information (PII) from educational records, as identified in, but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR 361.38. The Contractor shall provide, prior to the execution of this Contract, a completed **Confidentiality Agreement, Attachment 8**.

21.2.3 The Contractor shall handle confidential investment, financial, accounting, and statistical information pertaining to the SFWIB, the State of Florida, or the SFWIB's staff members. The Contractor shall, except to the extent otherwise required by law or as requested by the SFWIB, keep confidential any and all information obtained during the course of this Agreement.

21.2.4 **Individual Non-Disclosure and Confidentiality Certification Form** The Contractor, in the course of receiving and utilizing confidential workforce program information for the purpose of performing Contractor's duties under this Contract, shall ensure that all staff, security officers, contractors, subcontractors, and any subsequent subcontractors and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this Contract:

Individual Non-Disclosure and Confidentiality Certification Form, Attachment 9, attached hereto and incorporated by reference as if fully set forth herein.

21.2.5 All completed forms shall be retained as required herein in accordance with **Article 23, Audit, Inspection, Access, and Retention of Records** of this Contract. The Contractor shall maintain the completed confidentiality forms in each employee's personnel file and forward copies to the SFWIB's IT Department upon requesting access to State and/or Local System(s).

ARTICLE 22 CONFIDENTIAL INFORMATION

Both Parties may receive information that is proprietary to or confidential to the other Party or its affiliated companies and their clients. Both Parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of the SFWIB's confidential information shall be imputed to the Contractor as a result of Assigned Employees access to such information.

ARTICLE 23 AUDIT, INSPECTION, ACCESS, AND RETENTION OF RECORDS

23.1 The Contractor shall permit the SFWIB or the SFWIB's designees, the State of Florida and the federal government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy or transcribe the Contractor's books, records, and accounts that are related to this Agreement. The Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement where applicable, and includes, but shall not be limited to:

23.1.1 Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

23.1.2 In the event that the Contractor refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in connection with this Agreement, unless the records are exempt from S.24 (a) of Article I of the Florida Constitution and Chapter 119, Florida Statutes, the SFWIB may immediately terminate this Agreement or any renewal thereof.

The Contractor shall preserve and make available, at reasonable times for examination and audit by the SFWIB or the SFWIB's designees, the State of Florida and the federal government or any other duly authorized agent of a governmental agency, all financial records, supporting documents, statistical records, and any other documents (including storage media) pertinent to this Agreement for the required retention period of the Florida Public Records Law (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Law is not applicable, for a minimum period of **five (5)** years after termination of this Agreement or any renewal. If any audit has been

initiated and audit findings have not been resolved at the end of the retention period or **five (5)** years, whichever is later, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Law is determined by the SFWIB or any court of competent jurisdiction to be applicable to the Contractor's records, the Contractor shall comply with all requirements thereof; however, the Contractor shall not violate confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the SFWIB's disallowance and recovery of any payment based upon such entry.

ARTICLE 24 INFORMATION SECURITY OBLIGATIONS

The Contractor shall abide by the SFWIB's Information Technology Security Policies and Procedures.

- The Contractor (including its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom Contractor exposes or authorizes to access confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to store information. The Contractor shall not electronically transmit, or allow to be transmitted, any personal or confidential information. Failure to strictly comply with this provision shall constitute a breach of this Contract.
- The Contractor shall not engage any third party vendor, company or agent to modify, troubleshoot or otherwise alter the configuration of network devices, workstations, printers and/or any other device or hardware attached to the SFWIB's network and agrees that no other devices, servers, workstations, tablets, wireless devices, etc., other than those installed by the SFWIB's IT Unit or SFWIB's authorized agent, will be connected to the SFWIB's network.
- The Contractor shall not engage any third party vendor, company or agent to modify, troubleshoot or otherwise alter the configuration of network devices, workstations, printers and/or any other device or hardware attached to the SFWIB's network and agrees that no other devices, servers, workstations, tablets, wireless devices, etc., other than those installed by the SFWIB's IT Unit or SFWIB's authorized agent, will be connected to the SFWIB's network.
- The Contractor shall ensure that the Contractor's staff who has access to client information through the Employ Miami-Dade ("EMD")/Employ Monroe ("EM"), the One-Stop Service Tracking ("OSST") system(s) and/or any other information systems as required, complete the Information Security and Awareness Training annually.
- The Contractor shall make every effort to protect and avoid the unauthorized release of any personal or confidential information, as set forth in **Article 21, Section 21.2-Confidentiality of Records.**
- The Contractor shall notify the SFWIB in writing of any disclosure of the SFWIB's and/or the state of Florida's confidential information or data by the Contractor, its officers, employees, subcontractors, agents, partners, principals, representatives or any other individuals to whom Contractor exposes or authorizes to access confidential information obtained under this Contract, which is not in compliance with the terms of the Contract (of which it becomes aware).
- The Contractor shall also report to the SFWIB any Security Incidents of which it becomes aware, including those incidents reported to the Contractor by its officers, employees, subcontractors, agents, partners, principals, servants, representatives. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of the SFWIB's or DEO's information in the Contractor's possession or electronic interference with the SFWIB's operations; however, random attempts at access shall not be considered a security incident.
- The Contractor shall notify the SFWIB's Help Desk, not later than **24 hours** following the determination of any breach or potential breach of personal and confidential data, as required by the

SFWIB's Information Technology Security Policies and Procedures, which shall be made available upon request from the SFWIB's Help Desk.

- In the event of a breach of security concerning confidential personal information involved with this Contract, the Contractor shall comply with section 501.171, Florida Statutes, as applicable. When notification to affected persons is required under this section of the statute, the Contractor shall provide such notification, using the SFWIB's approved format, not later than seven (7) calendar days following the determination of any potential breach of personal or confidential data.
- For purposes of this Contract, "security breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Contractor is not a security breach, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.
- The Contractor shall be wholly liable for security breaches and personal identity theft committed by its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom the Contractor exposes or authorizes to access confidential information obtained under this Contract, including, but not limited to, volunteers and DEO employees. The Contractor shall be liable for: (1) direct payment and/or reimbursement of all costs incurred for notifying and providing identity theft protection services to customers who may be victims of the security breaches and personal identity theft; (2) resolving any and all claims related thereto; and (3) all other costs and damages resulting from security breaches or personal identity theft.
- The Contractor shall notify the SFWIB's Regional Security Officer(s) at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via email to the Helpdesk at helpdesk@careersourcesfl.com with the appropriate system form, as follows:
 - EMD/EM/OSST - DEO Information Systems Security Agreement/Confidentiality Form.
 - Workforce Management System ("WFMS")/Initial Assessment Application ("IAA") – CareerSource South Florida's ("CSSF's") Application Development Unit Security Access Form.
 - Florida – Florida Department of Children & Families' ("DCF's") System Access Authorization Request Form.
- For employees with access to the Connect and/or SunTax systems; The Contractor shall notify the Regional Security Officer at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via email to the Regional DEO Manager with the applicable system form(s), as follows:
 - DEO CONNECT Form ISU-38
 - DEO Form ISU-30
- If the employee had security access to multiple systems, the Contractor shall submit all corresponding forms.
- For employees that only had a CSSF **network account and/or VPN account**, only an email requesting disabling of the account(s) is required at the time of termination.

Failure to comply with this **Article 24, Information Security Obligations**, shall constitute a breach of this Contract.

ARTICLE 25

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

- 25.1 As a condition for the award of financial assistance from the Department of Labor under Title I of WIOA, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

- 25.1.1 Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under title IV of the Education Amendments of 1972), national origin (including limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
 - 25.1.2 Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;
 - 25.1.3 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
 - 25.1.4 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;
 - 25.1.5 The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
 - 25.1.6 Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
 - 25.1.7 Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities (“public entities”) and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (c) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;
 - 25.1.8 Executive Order (“EO”) No. 11246, “Equal Employment Opportunity” as amended by EO No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
 - 25.1.9 Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
 - 25.1.10 Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.
- 25.2 The Contractor also assures that Contractor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor’s operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**, including the assurances required by this section, prior to the execution of this Agreement.

**ARTICLE 26
THIRD PARTY BENEFICIARIES**

Neither of the Parties intend to directly or indirectly benefit any third party by entering into this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert any claim against either of the Parties hereto based upon this Agreement.

**ARTICLE 27
MATERIALITY**

The SFWIB and the Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

**ARTICLE 28
CONTINGENCY FEE**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If the Contractor breaches this provision, the SFWIB may terminate this Agreement immediately without liability, at its discretion, or deduct from the cost of this Agreement or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 29
COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing the Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**ARTICLE 30
SEVERABILITY**

If any portion of this Contract is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective. If a court determines that any portion of this Contract is invalid, the SFWIB may terminate this Contract without cause.

**ARTICLE 31
JOINT PREPARATION**

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

**ARTICLE 32
PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any Exhibit attached hereto or documents or events or incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in **Articles 1** through **74** of this Agreement shall prevail and be given effect.

**ARTICLE 33
AMENDMENTS**

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.

**ARTICLE 34
COOPERATION**

The Parties agree to cooperate fully and to provide assistance to the each other in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

**ARTICLE 35
AUTONOMY**

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. The Contractor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Contractor is only a recipient of funding from the SFWIB and is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the Contractor's, officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

**ARTICLE 36
INDEMNIFICATION**

36.1 The Contractor shall indemnify and hold harmless the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Contractor or the Contractor's officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on the Contractor's behalf under this Contract, including but not limited to DEO staff. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Contractor expressly understands and agrees that any insurance policies required by this Contract or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

36.2 Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this Agreement.

**ARTICLE 37
COPYRIGHT, PATENTS, RIGHT TO DATA**

37.1 Except for the Contractor's own internal use, the Contractor shall not publish or reproduce any data or information, in whole or in part, that is recorded in any form or medium whatsoever and that is delivered or specified to be delivered under this Contract, nor shall the Contractor authorize or permit others to do so without the advanced written consent of the federal government, through the state of Florida, until such time as the federal government may have released such data or information to the public.

37.2 As authorized by 49 CFR 18.34, the federal government, through the state of Florida, reserves a royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize the state of Florida and others to use:

37.2.1 Any work developed under this Contract or a resulting subcontract irrespective of whether it is copyrighted.

37.2.2 Any rights of copyright to which Contractor or subcontractor purchases ownership with funds provided for under this Contract.

37.3 In the event the Contractor is granted written approval from the SFWIB to utilize subcontractors to perform any services required by this Contract, the Contractor shall prohibit such subcontractors, by written contract, from violating any of the terms of this **Article 37**.

ARTICLE 38 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ARTICLE 39 INTELLECTUAL PROPERTY RIGHTS

The federal government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: (i) The copyright in all products developed under a federal grant, including a subgrant or contract under the grant or subgrant; and (ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy, which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities (2 CFR § 215.36).

If applicable, the Contractor must include the following language on all products developed in whole or in part with grant funds:

"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."

ARTICLE 40 PUBLIC ANNOUNCEMENTS AND ADVERTISING

The Contractor shall not produce, publish for public consumption or distribute any publicity or information about Contractor's programs or program participants without prior review and written approval by the SFWIB.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project or programs funded in whole or in part with federal money, the Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money; (2) the dollar amount of federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

ARTICLE 41 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 CFR 180 that implement

Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**, inclusive of the certification required in this section, prior to the execution of this Agreement.

ARTICLE 42
GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

The Contractor shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**, inclusive of the certification required in this section, prior to the execution of this Agreement.

ARTICLE 43
CERTIFICATION REGARDING FLORIDA CLEAN INDOOR AIR ACT

The purpose of the Florida Clean Indoor Air Act is to protect people from the health hazards of second hand tobacco smoke and to implement the Florida Health initiative in Section 20, Article X of the State Constitution. However, the intent of this legislation is not to inhibit, or otherwise obstruct, medical or scientific research or smoking-cessation programs approved by the Florida Department of Health. The Contractor shall provide a completed **Certification Regarding the Florida Clean Indoor Air Act, Attachment 7**, inclusive of the certification required in this section, prior to the execution of this Agreement.

ARTICLE 44
ENVIRONMENTAL TOBACCO SMOKE

In accordance with Part C of P.L. 103-227, the “Pro-Children Act of 1994”, smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Contractor shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 4**, prior to the execution of this Agreement.

ARTICLE 45
PUBLIC ENTITY CRIMES (section 287.133, FLORIDA STATUTES)

The Contractor shall comply with the Public Entity Crimes Act (section 287.133, Florida Statutes) and the Contractor certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list. The Contractor understands and agrees that the Contractor is required to immediately inform the SFWIB upon any change of circumstances regarding this status. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**, prior to the execution of this Agreement.

ARTICLE 46
SARBANES-OXLEY ACT 2002

46.1 The Contractor assures that it shall comply with the two provisions of the Sarbanes-Oxley Act (“SOX”) that apply to all corporate entities, including non-profit organizations. These two provisions are as follows:

46.1.1 It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).

46.1.2 It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, section 1107, section 1513 of Title 18, USC).

46.2 The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**, inclusive of the assurance required by this section, prior to the execution of this Agreement.

**ARTICLE 47
COMPLIANCE WITH ENERGY EFFICIENCY PROVISION**

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**ARTICLE 48
COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE
RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA") FOR THE PROCUREMENT OF
RECOVERED MATERIALS**

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

**ARTICLE 49
ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW ("ACORN") FUNDING
RESTRICTIONS ASSURANCE (PUB. L. 111-117)**

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act of 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, Section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The Contractor shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**, inclusive of the assurance required by this section, prior to the execution of this Agreement.

**ARTICLE 50
SCRUTINIZED COMPANIES LIST**

The Contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the SFWIB may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Cuba and Syria during the term of the contract. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**, certifying the Contractor's compliance with this section, prior to the execution of this Agreement.

**ARTICLE 51
SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL**

Regardless of the amount of this Contract, the SFWIB may terminate this Contract at any time if the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel as described in section 215.4725, Florida Statutes. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**.

**ARTICLE 52
DISCRIMINATORY VENDORS**

52.1 The Contractor shall disclose to the SFWIB if the Contractor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

- 52.1.1 Submit a bid on a contract to provide any goods or services to a public entity;
- 52.1.2 Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- 52.1.3 Submit bids on leases of real property to a public entity; or
- 52.1.4 Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

52.2 The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**, certifying the Contractor's compliance with this section, prior to the execution of this Agreement.

**ARTICLE 53
INCORPORATION OF COMPLIANCE WITH SPECIFIC APPROPRIATION 2006 OF THE 2011 GENERAL
APPROPRIATIONS ACT PROVISIO AND 2011 APPROPRIATIONS IMPLEMENTING BILL
REQUIREMENTS BY REFERENCE**

The requirements of "the Specific Appropriation 2006, and associated proviso, of the 2011 General Appropriation Act, section 445.007, Florida Statutes" set forth in **Attachment 5 (CareerSource Florida State and Local Workforce Development Board Contracting Conflict of Interest Policy)** (as modified in 2012 to comply with the Legislature's adoption of Chapter 201229, Laws of Florida) attached hereto are incorporated herein by reference and Contractor agrees to comply with the same. The Contractor shall provide a completed **Disclosure and Certification of Conflict of Interest in a Contract, Attachment 10**, prior to the execution of this Agreement.

**ARTICLE 54
TRAFFICKING VICTIMS PROTECTION ACT OF 2000**

The Contractor shall comply with the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The full text of **2 CFR 175.15, Award Term**, is provided as **Attachment 2**.

**ARTICLE 55
PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

The Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act (P.L. 113-128 S. 502) will be American-made.

**ARTICLE 56
EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS**

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits any state or local government receiving funds under any United States Department of Health and Human Services program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation.

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

**ARTICLE 57
CHARITABLE CHOICE (45 CFR § 260.34)**

A state or local government in its use of federal TANF or state Maintenance of Effort ("MOE") funds shall not, in the selection of service providers, discriminate for or against an organization that applies to provide, or provides TANF services or benefits on the basis of the organization's religious character or affiliation. No federal TANF or state MOE funds provided directly to participating organizations may be expended for inherently religious activities, such as worship, religious instruction, or proselytization.

A religious organization that receives federal TANF or state MOE funds shall not, in providing program services or benefits, discriminate against a TANF applicant or recipient on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. If an otherwise eligible TANF applicant or recipient objects to the religious character of a TANF service provider, the recipient is entitled to receive services from an alternative provider to which the individual has no religious objection.

If a non-governmental intermediate organization, acting under a contract or other agreement with a state or local government, is given the authority under the contract or agreement to select non-governmental organizations to provide federal TANF or state MOE funded services, the intermediate organization must ensure that there is compliance with the Charitable Choice statutory provisions and these regulations.

**ARTICLE 58
VETERAN'S PRIORITY PROVISIONS**

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" ("JVA"), P.L. 107-288. The JVA provides priority of services to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. To obtain priority service, a person must meet the program's eligibility requirements. 20 CFR Part 1010 provides general guidance on the scope of the veteran's priority statute.

**ARTICLE 59
INTERGOVERNMENTAL PERSONNEL ACT**

The Contractor shall comply with the requirements of the Intergovernmental Personnel Act (42 U.S.C. Sec. §4701). The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 5**, prior to the execution of this Agreement.

**ARTICLE 60
ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WORKFORCE INNOVATION AND
OPPORTUNITY ACT ADMINISTRATIVE RULES, COSTS AND LIMITATIONS**

The Contractor shall comply with the requirements of the Administrative Provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

**ARTICLE 61
UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH
INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS**

The Contractor shall comply with the Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (2 CFR §215).

Contracts for construction or facility improvements must require the recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the contract or sub-contract exceeds \$100,000.00. (2 CFR §215.48).

ARTICLE 62
CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED

If this Contract is for more than \$150,000.00, the Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the regional office of the Environmental Protection Agency ("EPA"). As applicable, the Contractor shall comply with the Clean Air Act and Federal Water Pollution Control, as amended.

ARTICLE 63
BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. §1352)

Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification as described in this section. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. The Contractor shall provide a completed **Assurances and Certifications, Attachment 3**, prior to execution of this Agreement.

ARTICLE 64
ASSURANCES – NON-CONSTRUCTION PROGRAMS

The Contractor shall provide a completed **Assurances - Non-Construction Programs, Attachment 5**, prior to the execution of this Agreement.

ARTICLE 65
WHISTLEBLOWER'S ACT

In accordance with section 112.3187(2), Florida Statutes, the Contractor shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Contractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission of Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

ARTICLE 66
ADHERENCE TO THE TERMS AND CONDITIONS OF FORMAL SOLICITATION

The Contractor shall adhere to the standards and requirements established under the SFWIB's formal solicitation for this Contract and Contractor's proposal pursuant to which this Contract was awarded and funded. The formal solicitation and Contractor's proposal are both incorporated herein by reference as if fully set forth in their entirety. If Contractor's proposal conflicts with the terms and conditions of this Contract, the terms and conditions in this Contract shall prevail and control.

ARTICLE 67
ASSURANCES

- 67.1 The Contractor assures that it is not currently in violation of any regulatory rules that may have an impact on the Contractor's operations.

67.2 The Contractor assures that it is not involved in any current litigation with Miami-Dade County or any of its agencies or instrumentalities.

ARTICLE 68 DRUG AND ALCOHOL TESTING REQUIREMENT

Prior to the assignment of the Contractor's employees with the SFWIB, the Contractor shall provide the SFWIB with proof of such employees' negative drug and alcohol test results. The Contractor shall bear all costs associated with the drug and alcohol testing.

ARTICLE 69 MISCELLANEOUS

The failure of a Party to enforce the provisions of this Agreement shall not be a waiver of any provision or the right of such Party thereafter to enforce each and every provision of this Agreement.

The headings of the paragraphs or sections of this Agreement are provided for convenience only and shall not be deemed to modify or otherwise affect the terms and conditions stated in each such paragraph or section of this Agreement.

ARTICLE 70 ANTI-NEPOTISM

The Contractor shall:

1. With respect to individuals employed through the contracted program, not appoint, employ, promote, or advance or advocate for appointment, employment, promotion, or advancement, in or to a subsidized position in the Contractor's business entity any person who is a relative of the Contractor.
2. Not provide workforce services that include, but are not limited to employment and/or training services to any person who is a relative of the Contractor or Contractor's staff.

The definitions below are incorporated and made a part of this policy.

"Contractor" means the Contractor or employee of the Contractor in whom is invested the authority to appoint, employ, promote or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in the Contractor's business entity.

"Relative" means an individual who is related to the Contractor as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

ARTICLE 71 ANNUAL CERTIFICATION

If the Contract is extended as set forth in **Article I, Effective Term**, on an annual basis, the Contractor shall sign the certification that all certifications and assurances on file with the Agreement are current and that the terms and conditions have not changed. The Contractor shall complete **Exhibit B, Annual Certification** attached hereto and incorporated herein by reference.

ARTICLE 72 COPELAND ANTI-KICKBACK ACT

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**, prior to the execution of this Agreement.

**ARTICLE 73
DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)**

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**, prior to the execution of this Agreement.

**ARTICLE 74
LEVEL 2 BACKGROUND SCREENING REQUIREMENT**

Prior to acceptance of Assigned Employees, the SFWIB, at its own expense, will conduct a comprehensive criminal background check by accessing the Florida Department of Law Enforcement's ("FDLE") Volunteer and Employee Criminal History System ("VECHS"). The SFWIB, through VECHS, shall request fingerprint based criminal history background checks for all contingent personnel hired under this contract. Through VECHS, the FDLE and the Federal Bureau of Investigation will provide state and national fingerprint based criminal history information on applicants. All contingent personnel shall be required to sign an authorization for the SFWIB to access criminal background information. Assigned Employees shall not commence working under this contract until written notice of acceptability has been provided by the SFWIB.

**ARTICLE 75
AUTHORITY TO EXECUTE AGREEMENT**

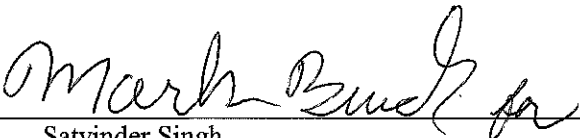
Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other Party and enforceable in accordance with its terms.

INTENTIONALLY LEFT BLANK

SIGNATORY FORM



THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURE FOR: **22nd Century Technologies, Inc.**
PROGRAM ENTITLED: **Staffing Services**
INDEX CODE: **81952**
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: 
Satvinder Singh
President
22nd Century Technologies, Inc.

6/24/2019
Date

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

 BY: 
Rick Beasley
Executive Director
South Florida Workforce Investment Board

7/15/19
Date

**PY'19-20 STATEMENT OF WORK
22ND CENTURY TECHNOLOGIES, INC.
TEMPORARY STAFFING SERVICES**

I. Introduction:

The Contractor shall provide Temporary Staffing Services on an as needed basis to the South Florida Workforce Investment Board ("SFWIB") d/b/a CareerSource South Florida (CSSF) as described herein.

II. Services to be Rendered:

The Contractor shall: (1) perform the services under this Agreement in a good workmanlike and professional manner; (2) conform to generally prevailing industry standards and practices; and (3) conform to the SFWIB's expressed requirements set forth herein, including, but not limited to, the following:

A. On-board Processing

1. The hiring process shall include drug and alcohol testing, at the Contractor's expense, of Assigned Employees prior to assignment start date with the SFWIB.
2. The Contractor shall terminate the temporary assignment of any employee found to be unqualified or not meeting, for any reason, the SFWIB's expectation for his/her specific assignment.
3. The Contractor shall hire individuals based on **Exhibit A, Attachment 1, PY'19-20 Job Descriptions**, attached hereto and incorporated herein, under the SFWIB's supervision at any location the SFWIB designates.

B. Payroll Services

1. The Contractor shall designate sufficient resources to ensure payroll services are seamless, accurate and processed timely on a bi-weekly or weekly basis in conjunction with the needs of the SFWIB.
2. The Contractor shall offer direct deposit and ensure direct deposits are posted to bank on pay date.
3. The Contractor shall offer efficient payroll processing alternatives such as, paperless time reporting and pay cards.

C. Employee Benefits

1. The Contractor shall comply with all provisions of the Affordable Care Act applicable to Assigned Employees, including the employer shared responsibility provisions relating to the offer of "minimum essential coverage" to all full time employees. Insurance coverage shall, at a minimum, meet state and federal regulations.
2. The Contractor shall offer benefit plan options to all Assigned Employees and their eligible dependents as set forth in **Exhibit A, Attachment 3, PY'19-20 Enhanced Benefits Table**, that includes:
 - i. Medical, includes Prescription Coverage, Dental, and Vision Plans
 - ii. Paid Time Off (PTO)
 - The Contractor shall provide Assigned Employees, the ability to establish a bank of hours that allows the Assigned Employee to take time off with pay at their regular rate of pay for sick, vacation or other approved absences as offered to the Contractor's other employees.

3. The Contractor shall notify the SFWIB, in writing within thirty (30) calendar days, of any issues surrounding the continuation and/or discontinuation of **Exhibit A, Attachment 3, PY'19-20 Enhanced Benefits Table**. Identified issues include increases to costs, or any other change which would have an impact on Assigned Employees.

D. Reporting Requirements

1. The Contractor shall prepare payroll reports, which include all employee absences and overtime hours worked. Said reports shall be provided to the SFWIB on a bi-weekly basis.
2. The Contractor shall prepare, in a timely manner, all year-end payroll and tax processing report(s).
3. The Contractor shall remit all payroll taxes to federal and state agencies on bi-weekly basis.
4. The Contractor shall be responsible for handling all matter related to claims for benefits filed by Contractor's employees for unemployment and workers' compensation, from the filing of the claim through its resolution.

E. Technical Assistance

1. The Contractor shall identify a project lead to work with the SFWIB's designated team member on projects.
2. The Contractor shall provide user access training on their electronic payroll system, either on-site or tele-conference, at the request of the SFWIB.

F. Timeframes

1. The Contractor shall work and cooperate with the SFWIB to ensure the on-boarding process coincides with the timeframes established and communicated by the SFWIB verbally or in writing within sixty (60) days.

G. Transition

1. The Contractor's transition process and timeline, to assume the services from the current contractor, must be between fifteen (15) and twenty (20) days.

H. No Supervision by the Contractor of Assigned Employees

1. The Assigned Employees the Contractor refers to the SFWIB will work at SFWIB's office or at any location the SFWIB designates. Although the Assigned Employees are employees of the Contractor, it is understood and agreed that the Contractor is not engaged in the preparation or review of the Assigned Employee's work product or performance in any circumstances. Accordingly, the Contractor will not control, direct or supervise the activities (including, without the limitation, the work schedules) of any Assigned Employee that the Contractor provides, and the Contractor does not participate in, has no knowledge of and assumes no responsibility for reviewing, examining or verifying either the assignment or performance of the Assigned Employees.

I. Applicable Laws

1. The Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing the Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

III. Recruiting Services:

A. Recruitment/Referral of Qualified Candidates

1. Upon request of the SFWIB, the Contractor shall recruit, screen, and assign its employees with the qualifications, training, formal education, licenses, skills, and abilities to perform the type of work described in each job description provided by the SFWIB.

2. The SFWIB shall have the option to request from the Contractor more than one individual at a time to conduct an interview and to make a selection of the best-qualified candidate for assignment with the SFWIB.

**Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting**

**Job Description (1)
Account Clerk**

Duties and Responsibilities

- Performs bookkeeping and clerical work pertaining to the maintenance of accounting or fiscal records.
- Performs bookkeeping operations in coding invoices.
- Receives and reviews reimbursement packages.
- Verifies reimbursement packages to assure required documentation was submitted.
- Contacts Service Providers to obtain receipts, signatures, and related paperwork.
- Corrects discrepancies in & reviews for completeness.
- Assists with other duties such as reviewing and approving close-outs.
- Performs other work related duties as required.

Required Training and Experience

- Associate's degree in Accounting from an accredited college or university.
- Experience may substitute for education on a year for year basis.
- Experience with creating spreadsheets.
- Experience with Fund Accounting and budgets.
- Must pass pre-employment screening/background check.

**Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting**

**Job Description (2)
Accountant 1**

Duties and Responsibilities

- Performs bookkeeping and clerical work pertaining to the maintenance of accounting or fiscal records.
- Reconciles and analyzes the monthly payroll, including, but not limited to retrieving employees' timesheets and allocating payroll costs accordingly.
- Reviews agency budgets, researches and identifies reasons for any differences between actual expenditures and budgets.
- Analyzes expenditure rates and patterns.
- Compiles and analyzes monthly Financial Reports.
- Prepares and completes monthly cost allocations.
- Performs pre-auditing of fiscal documents for completeness, accuracy, and compliance with SFWIB defined policies and procedures, as well as governmental regulations.
- Maintains accounting records, such as monthly account reconciliations and analysis of all balance sheet accounts.
- Assists with annual financial audits and State fiscal monitoring.
- Receives and reviews service provider reimbursement packages.
- Verifies the receipt, accuracy, and completeness of documentation submitted by the service provider.
- Contacts Service Providers to obtain signatures, forms, and related paperwork not submitted in the reimbursement package.
- Corrects any discrepancies noted during the review process.
- Reviews budgets and budget modifications received from Service Providers.
- Maintains accounting records relating to the Service Providers' actual expenditures, and entering budgets in the accounting system.
- Reviews and approves close-outs.
- Trains and assists subordinate Account Clerks as necessary.
- Assists supervisors with more complex accounting activities.

Required Training and Experience

- Bachelor's degree in Accounting from an accredited college or university and one (1) year of professional accounting experience; or a Bachelor's degree to include twenty-one (21) semester credits in Accounting; or completion of twenty-one (21) semester credits in Accounting and four (4) years of accounting or bookkeeping experience.
- Experience with creating spreadsheets.
- Experience with Fund Accounting and budgets.
- Must pass Must pass pre-employment screening/background check.

**Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting**

**Job Description (3)
Community Services Specialist**

Duties and Responsibilities

- Performs services to obtain work experience sites for program participants.
- Conducts site visits to non-profit organizations, community and faith based organizations, and county, state and federal government agencies (referred to as providers) to develop work experience sites that are designed to provide participants with non-paid, job training experience.
- Discusses the Community Service Work Experience Program Agreement with providers and explains the benefits of having a signed Agreement.
- Completes and signs required copies of the Agreement and ensures the corresponding job description is signed and attached. Original copies are distributed to the Provider, SFWIB Administration and the local Unit.
- Conducts monthly follow up visits with the Providers to collect time sheets and to discuss the participants' involvement and performance on the work-site.
- Conducts research in the Suntax and FLORIDA computer systems to verify employment.
- Enters information and case notes in the One-Stop Service Tracking system (OSST) computer system.
- Performs other work related duties as required in a "seamless" service delivery system.

Required Training and Experience

- Associate's degree from an accredited college or university.
- One (1) year customer service experience.
- Must have excellent interpersonal, strong organizational and team leading skills.
- Valid Driver's License.
- Must pass pre-employment screening/background check.

**Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting**

**Job Description (4)
Computer Technician II**

Duties and Responsibilities

- Installs computer hardware including: personal computers, terminals, servers, faxes, printers, telephone circuits, controllers, and other components and programs for staff at the South Florida Workforce Investment Board (SFWIB) Headquarters, the CareerSource South Florida (CSSF) Career Centers, and at the CSSF Access Points.
- Installs local-area-networks including configuring hard drives and servers, network interface cards, cabling, hubs, routers, and associated software.
- Isolates the nature of system failures or personal computer (PC) problems and utilizes diagnostic utilities in order to troubleshoot problems; checks the connectivity of devices; performs procedures necessary for backing-up systems; performs system upgrades.
- Tests new software applications for compatibility, ease of installation, and viability, and makes recommendations; provides assistance for terminal to host connectivity using a mainframe utility.
- Provides end-user support and service with regard to hardware and software problems through a formal help-desk or on-site repair; is a member of the Help Desk personnel.
- Travels often to different CSSF sites within Miami-Dade and Monroe counties.
- Performs other work related duties as required.

Required Training and Experience

- Completion of sixty (60) semester credits to include fifteen (15) semester credits in a computer related field and one (1) year of experience in the installation, maintenance and repair of personal computers and related equipment; or
- Completion of a vocational or trade school program in the installation, maintenance and repair of personal computers and related equipment and two (2) years of experience in the installation, maintenance and repair of personal computers and related equipment; or
- High school diploma or GED and three (3) years of experience in the installation, maintenance and repair of personal computers and related equipment.
- Must pass pre-employment screening/background check.

**Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting**

**Job Description (5)
Military Family Employment Advocate**

Duties and Responsibilities

- Assists military spouses and families in obtaining gainful employment.
- Provides and facilitates workforce services to active-duty military spouses and families, including registration, interviewing, assessment, counseling, job referrals, job development referrals, job search and placement assistance, resume assistance, labor market information, employability skills workshops and job clubs.
- Conducts special targeted workshops designed specifically to meet the needs of military spouses and families.
- Promotes the entry of military spouses into education, training and certification/licensure programs, and other critical needs occupations (i.e. healthcare, teaching occupations, etc.).
- Through coordination with the Department of Defense (DOD) Family Support/Service Centers and Transition Assistance programs (TAP), identifies military spouses and families for workforce services; directs military spouses and families into Florida's workforce system and available workforce services; contacts DOD Spouse Employment Contacts to promote the employment and training of military spouses; attends and participates in Spouses Newcomers Briefings and other special events for military spouses for the purpose of outreach and recruitment for workforce services.
- Contacts employers, chambers of commerce, economic development units and Regional Workforce Boards to promote the Military Family Employment Advocacy Program and develops employment, training, licensure/certification/credentialing opportunities for military spouses and families; facilitates Employer Job Fairs for military spouses and families; serves as a member of the Employer Services Team; works closely with the Career Center's Public Relations and Outreach Specialist to design and implement an Outreach plan for spouses.
- Serves as the Regional Workforce Board and Career Center's liaison with the local military base, National Guard /Reserve units on behalf of military spouses and family employment issues.
- Serves as the RWB's designated advocate for the employment of military spouses and families.
- Trains Career Center Managers and staff on the unique employment needs of military spouses and families.

Required Training and Experience

- Bachelor's degree in Business or Public Administration or related field from an accredited college or university.
- Proficient with Microsoft Office applications.
- Bilingual communication skills (English/Spanish or English/Creole) are preferred.
- Must have excellent interpersonal, strong organizational and team leading skills.
- Must pass pre-employment screening/background check.

**Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting**

**Job Description (6)
Network Manager 1**

Duties and Responsibilities

- Maintains and administers computer networks.
- Performs data backups and disaster recovery operations.
- Diagnoses, troubleshoots and resolves hardware, software, or other network and system problems, and replaces defective components when necessary.
- Implements network security measures to protect data, software, and hardware.
- Configures, monitors, and maintains email applications or virus protection software.
- Operates consoles to monitor the performance of computer systems and networks, and to coordinate computer network access and use.
- Designs, configures, and tests computer hardware, networking software and operating system software.
- Monitors network performance to determine whether adjustments need to be made and where changes will need to be made in the future.
- Confers with network users about how to solve existing system problems.
- Installs software.
- This position may require a varying work schedule to include evenings, weekends and holidays.

Required Training and Experience

- Bachelor's degree in Accounting from an accredited college or university and one (1) year of experience.
- Preferred Certifications (two (2) or more):
 - Microsoft Windows NT
 - Microsoft Windows 2000
 - Microsoft Windows Server 2003
 - MCP 2.0 or MCPI 2.0
- Must pass pre-employment screening/background check.

**Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting**

**Job Description (7)
RET Intake Worker**

Duties and Responsibilities

- Interviews and performs intake assessment on prospective participants.
- Receives and reviews forms, documents, and identification required for determination of eligibility for services.
- Conducts orientation information and referrals.
- Maintains application flow log of potential participants.
- Completes various forms and documents essential to the intake process and for eligibility determination.
- Conducts initial interview.
- Processes support services forms and inputs information into SAMS.
- Inputs data into the ORACLE system, as required.
- Completes Assessment and input into SAMS, as required.
- Performs other duties as assigned.

Required Training and Experience

- High school diploma or GED.
- Two (2) years of experience working with economically disadvantaged clients, community based organizations or other social service agencies, preferably with refugee population Education may substitute for the required experience on a year for year basis.
- Experience working with a refugee-funded program is preferred.
- Valid Driver's License.
- Bilingual (English/Creole or English/Spanish) is preferred.
- Must pass pre-employment screening/background check.

**Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting**

**Job Description (8)
Senior Executive Secretary**

Duties and Responsibilities

- This is an advanced and highly responsible executive secretarial and related clerical work with the South Florida Workforce Investment Board (SFWIB), working directly under the supervision of the Executive Director.
- Responsibilities include, but are not limited to, performing a variety of complex secretarial and clerical duties, requiring a thorough knowledge of assigned areas of responsibilities and an understanding of established policies, programs, procedures and regulations, ensuring departmental compliance with Miami-Dade County protocol requirements for various documents and reports.
- Manages the day-to-day flow of information and activities in the office of the Executive Director to include the dissemination of less complex assignments to members of the organization.
- Plans and coordinates various tasks on behalf of the Executive Director, follows-up with members of the Executive Director's Management Team, Assistant Directors and other staff.
- Receives and reviews highly confidential matters on behalf of the Executive Director. Discerns actions requiring the attention of the Executive Director. Handles less sensitive matters and/or assigns to the appropriate staff person for completion.
- Attends meetings, takes and transcribes dictation, which may vary dependent on the nature of the subject matter, e.g., legal, financial, or other specialized terminology. Performs research to compile data for special reports and other purposes.
- Supervises clerical staff responsible for arranging all the SFWIB and subcommittee meetings.
- Prepares correspondence using established format or via verbal instructions ensuring departmental compliance with departmental protocol for various documents and reports, independently answers inquiries where there is established policy or precedent action taken by Executive Director.
- Handles travel requests and reimbursements for the organization.
- Performs related duties as assigned.

Required Training and Experience

- High School Diploma or GED; Associate's Degree is preferred.
- Four (4) years of advanced secretarial or clerical experience to include office management, agenda preparation and coordination.
- Excellent verbal and written communication skills.
- Ability to understand and follow oral and written instructions.
- Proficient with Microsoft Office applications.
- Bilingual (English/Creole or English/Spanish) is preferred.
- Must pass pre-employment screening/background check.

**Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting**

**Job Description (9)
Systems Analyst Programmer**

Duties and Responsibilities

- Writes, updates and maintains computer programs or software packages to handle specific jobs.
- Writes, analyzes, reviews and rewrites programs using workflow chart and diagram, and applies knowledge of computer capabilities, subject matter, and symbolic logic.
- Consults with managerial and technical personnel to clarify program intent, identifies problems and suggests changes.
- Performs systems analysis and programming tasks to maintain and control the use of computer system software.
- Compiles and writes documentation of program development and subsequent revisions, inserting comments in the coded instructions so others can understand the program.
- Prepares detailed workflow charts and diagrams that describe input, output and logical operation, and converts them into a series of instructions coded in a computer language.
- Consults with and assists system analysts to define and resolve problems in running computer programs.
- Corrects errors by making appropriate changes and rechecking the program to ensure that the desired results are produced.
- Conducts trial runs of programs and software applications to be sure they will produce the desired information and that the instructions are correct.
- Performs or directs revisions, repairs, or expansions of existing programs to increase operating efficiency or adapt to new requirements.
- Performs related duties as assigned.

Required Training and Experience

- Bachelor's Degree; or
- Minimum of four (4) years of programming and systems analysis; or
- Completion of sixty (60) semester credits to include fifteen (15) semester credits in a computer information technology certification program (Novel, UNIX, Microsoft or Oracle) and two (2) years of programming and systems analysis.
- Business Application Development Experience
 - Website Experience for business processing
 - Financial Experience
- Must pass pre-employment screening/background check.

Tools and Technology

- Web Development Platform – ASP.net, NET Framework 3.5.
- Data base management system software – Microsoft SQL Server 2005+.

**Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting**

**Job Description (10)
Trade Adjustment Assistance (TAA) Coordinator**

Duties and Responsibilities

- Assists dislocated workers in obtaining gainful employment.
- Interviews and assesses customer's needs and provides service or referrals as appropriate.
- Uses standardized counseling techniques to assist special groups and or individuals eligible under the Trade Adjustment Assistance Act or as a dislocated worker in deciding on vocational goals, availability of training and employment goals, and makes referrals to appropriate Career Center's for training.
- Refers customers to job openings, and other employment related services.
- Determines potential and eligibility for and/or participation in special programs.
- Assists in the development of career-laddering programs, job descriptions, and related advancement opportunities.
- Conducts eligibility screenings of participants.
- Provides referrals to community based organizations specializing in providing needed assistance.
- Utilizes network of established employment and/or training opportunities with local business leaders and community organizations.
- Assists with conducting transition sessions with employers and workers affected by layoffs or business closures.
- Assists in the development and delivery of training programs to staff working in the Career Centers/Refugee Centers.
- Assesses and refers customers to services and programs.

Required Training and Experience

- Bachelor's degree in Business or Public Administration or related field from an accredited college or university.
- One (1) year experience in job placement assistance and referral.
- One (1) year experience in eligibility determination.
- Proficient with Microsoft Office applications.
- Bilingual communication skills (English/Spanish or English/Creole) are preferred.
- Must have excellent interpersonal, strong organizational and team leading skills.
- Must pass pre-employment screening/background check.

**Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting**

**Job Description (11)
Youth Program Specialist**

Duties and Responsibilities

- Carries out duties and functions in direct support of organizational responsibilities.
- Provides and assists the participant in progressing through the program services, and activities, including: recruiting and interviewing participants to determine program eligibility, meeting with participants to explain the program, intake, assessment, pre-employment skills, development and completion of Individual Service Strategy, counseling, data entry, worksite development and monitoring of worksites, assigning youth at worksites, time and attendance record keeping, payroll and etc.
- Carries out all tasks necessary to enable the participant to complete paperwork for the eligibility determination process and work readiness skills training.
- Assists the participant in securing the appropriate internship occupation of interest.
- Assists the participant with continuation in program and provides counseling and other assistance to maximize the chances for the participant to complete all internship hours.
- Develops worksites, conducts worksite visits, meets with employers to introduce program requirements, and provides clarification on issues and concerns about the program. Plans, schedules and conducts monitoring visits of worksites on a systemized basis to assure worksite compliance. Interfaces with employers to provide technical support, guidance and training as required.
- Enters participant data in the state's management reporting system.
- Manages and maintains participant case files.
- Provides reports on a weekly/monthly or on an as needed basis.
- Performs other related tasks as assigned.

Required Training and Experience

- Bachelor's degree in Business/Public Administration or related field.
- One (1) year of experience in determining eligibility for social service program assistance, or eligibility for employment & training program, or similar experience determining eligibility of youth or adults, or similar public contact experience.
- Proficient with Microsoft office applications.
- Excellent verbal and written communication skills.
- Bilingual (English/Spanish or English/Creole) is preferred.
- Must have excellent interpersonal, strong organizational and team leading skills.
- Must pass pre-employment screening/background check.

**Group 1 – Headquarter Operations
Administrative/Clerical/Information Technology/Accounting**

**Job Description (12)
Comptroller**

Duties and Responsibilities

- The Comptroller defines the scope of the duties for the Finance Section; ensures activities are performed in efficient and effective manner; designs strategies consistent with the goals and objectives of the region.
- Provides oversight and management of the following operational areas: Accounting, Budget Administration, and Support Services.
- Plans, guides and directs the activities through managers/supervisors in each respective area; ensures acceptable accounting principles are utilized by all staff, implements financial systems and controls, financial plans, and reviews and recommends computerized applications related to financial activities.
- Responsible for developing, monitoring, and ensuring the agency's allowable direct and indirect costs align with the established cost objectives.
- Establishes and implements a regionally audit plan consistent with federal requirements under OMB Circular A-133; oversees the design and methodology of the audit plan staff will use in conducting audits of sub-recipients.
- Exercises an extensive degree of initiative and independent judgment in meeting and setting priorities for the Finance Section. Provides sound and reliable information to the Executive Director.
- Communicates accurate and timely verbal and written schedules, reports and summaries designed to provide a detailed analysis of the financial status of the organization.

Required Training and Experience

- Two (2) to four (4) years of financial accounting experience to include supervisory experience is required.
- Bachelor's degree in Accounting or Finance is required.
- A Certified Public Accountant (CPA) license is highly desired.
- Proficient with Microsoft office applications.
- Excellent verbal and written communication skills.
- Must pass pre-employment screening/background check.

Group 2 – Special Programs

Job Description (1) Disaster DWG Eligibility Specialist

The purpose of the Disaster Dislocated Worker Grant (DWG) award is to provide temporary jobs to assist with humanitarian aid, clean-up, and restoration activities to the counties affected by Hurricane Irma. Use of these funds must follow all applicable Workforce Innovation Opportunity Act (WIOA) laws, rules, and regulations and must be consistent with the State of Florida Hurricane Irma Dislocated Worker Grant program requirements.

Duties and Responsibilities

- Pre-screen applicants, gather and review documents collected during the intake process to determine enrollment eligibility under the WIOA and subsequent temporary employment under the Disaster (DWG) for the Disaster Relief Employment Assistance Program.
- Performs necessary case record documentation, paperwork and record keeping in order to verify completeness and accuracy, and to determine eligibility status under WIOA regulations.
- Keep records of assigned cases, and prepare required reports.
- Enters all relevant data (case management notes, job placement, follow-up etc.) into computer tracking system. Performs the day-to-day data entry into the One-Stop System Tracking (OSST) and Employ Miami-Dade (EMD)/Employ Monroe (EM) system.
- Performs related duties as assigned.

Required Training and Experience

- Bachelor's Degree.
- Experience may substitute for education on a year for year basis.
- One (1) year of customer service experience.
- Two (2) years of advanced clerical experience.
- Bilingual (English/Creole or English/Spanish) is preferred.
- Excellent verbal and written communication skills.
- Proficient with Microsoft Office applications.
- Must pass pre-employment screening/background check.

Group 2 – Special Programs

**Job Description (2)
Paid Work Experience (PWE)**

Duties and Responsibilities

The Paid Work Experience (PWE) program will provide a learning experience that supports the development of youth through valuable career training. Partnering with local employers, the PWE participant will have the opportunity to work in a variety of entry-level jobs, to gain work experience, and acquire skills and competencies on the job in preparation for entry into a career and pathway to self-sufficiency. PWE participants shall be placed in occupations among various industries.

Required Training and Experience

- Must reside in Miami-Dade or Monroe County.
- A U.S. citizen or eligible to work in the U.S.
- Meet eligibility requirements.

Group 3 – CareerSource Centers Operated Positions

Job Description (1) Business Consultant

Duties and Responsibilities

- Coordinates business training services.
- Acts as intermediary between businesses and Service Providers to establish and maintain cooperative relationship.
- Maintains a well-defined marketing plan of action to market the services of the SFWIB effectively and to assess the needs of the business to assist in its growth.
- Attends, exhibits, and presents at conferences, trade associations, and events.
- Coordinates special recruitments for businesses.
- Coordinates opportunities for program customers through established relationships with businesses in Miami-Dade and Monroe Counties.
- Promotes initiatives enacted by the SFWIB Economic Development and Industry Sector Committee.
- Provides follow-up services to businesses to assess satisfaction with services received.
- Promotes high-skill, high-wage employment opportunities, which meet the self-sufficiency standard for the region.
- Performs related duties as assigned.

Required Training and Experience

- Bachelor's degree in business, public relations, marketing, economics, or related field from an accredited university or college.
- Two (2) years of experience in business (i.e. marketing, public relations, or economic development).
- Proficient with Microsoft office applications.
- Excellent verbal and written communication skills.
- Bilingual (English/Spanish or English/Creole) is preferred.
- Must pass pre-employment screening/background check.
- Required to be Tier I certified within two (2) months of employment.

Group 3 – CareerSource Centers Operated Positions

Job Description (2) Career Advisor

Duties and Responsibilities

- Conducts orientations to individuals participating in one of the workforce program and; provides information about the services, requirements, or procedures associated with the program they qualify for or are seeking assistance.
- Interviews individuals to compile information on educational, social, criminal history.
- Makes referrals to available community and program resources such as housing, food, clothing, school programs and vocational opportunities.
- Assists individuals in conducting a job search, with resume writing, interviewing techniques, and related skills.
- Coordinates and monitors services, including comprehensive tracking of customer activities in relation to their personalized career plan.
- Coordinates services and ensures customers receive appropriate services.
- Ensures accuracy and completeness of customer file management.
- Performs necessary case record documentation, paperwork and record keeping.
- Coordinates with Job Placement Specialist, as appropriate, for the development of customer employment opportunities and job placement.
- Enters all relevant data (case management notes, job placement, follow-up etc.) into computer tracking system. Performs the day-to-day data entry into the One-Stop System Tracking (OSST), Employ Miami-Dade (EMD)/Employ Monroe (EM) system.
- Conducts follow-up with customers and employers and maintains case records relative to employment retention.
- Performs related duties as assigned, which may require assisting with “Rapid Response” activities for mass layoffs and company closings or assisting in other programs such as the Disability program.

Required Training and Experience

- Bachelor’s degree in Psychology, Social Science, Education or related field from an accredited college or university.
- One (1) year of customer service experience.
- Bilingual (English/Creole or English/Spanish) is preferred.
- Excellent verbal and written communication skills.
- Proficient with Microsoft Office applications.
- Must pass pre-employment screening/background check.
- Required to be Tier I certified within fourteen (14) days of employment.

Group 3 – CareerSource Centers Operated Positions

Job Description (3) Career Center Director/Center Manager

Duties and Responsibilities

- Ensures attainment of operational and contractual requirements for the Career Center and performs on-going monitoring on the achievement of performance goals.
- Assigns and maintains work schedule for staff and ensures that staff availability is sufficient to meet the needs of customers of specified program(s).
- Performs monitoring to determine accuracy of paperwork, eligibility documentation and the provision of timely and appropriate services.
- Monitors customer case files for eligibility documentation, where appropriate, accuracy of paperwork and provision of timely and appropriate services.
- Coordinates provision of services with partner agencies.
- Oversees the collection and analysis of customer satisfaction data.
- Oversees center activities, such as job fairs for customers and employers.
- Ensures accuracy of customer financial information, preparation of purchase orders, certification of vouchers and review of invoices.
- Ensures that appropriate referrals to training opportunities such as Individual Training Accounts (ITAs) or On-the-Job Training (OJT) are being conducted as required.
- Develops and implements Quality Assurance/Improvement strategies.
- Ensures the Career Center's compliance with all applicable federal, state, and local policies, procedures and regulations.
- Supervises, hires and trains new staff.
- Attends community meetings and ensures staff has current information on services.
- Represents the agency at meetings and conferences.
- Performs related duties as assigned.

Required Training and Experience

- Bachelor's degree in Business or Public Administration, or Human Resources, or related field.
- Master's degree is preferred.
- Four years of management and supervisory experience to include experience in workforce development, economic development, or human resources.
- Proficient with Microsoft Office applications.
- Excellent verbal and written communication skills.
- Bilingual (English/Creole or English/Spanish) is preferred.
- Must pass pre-employment screening/background check.
- Required to be Tier I certified within fourteen (14) days of employment.
- Required to be Tier 2 certified within twenty-eight (28) days.

Group 3 – CareerSource Centers Operated Positions

**Job Description (4)
Clerk/Telephone Operator**

Duties and Responsibilities

- Answers telephone and greet all customers in a friendly manner.
- Transfer calls to the appropriate staff.
- Perform general office duties such as typing correspondence (forms and reports), opening/distributing mail, filing documents and other duties.
- Schedule appointments for referral services for customers.
- Follow-up with customers regarding training and employment status.
- Perform related duties as assigned.

Required Training and Experience

- High school diploma or GED.
- One (1) year of customer service experience and familiarity in the operation of a multi-line telephone system.
- Bilingual (English/Creole or English/Spanish) is preferred.
- Excellent verbal and written communication skills.
- Proficient with Microsoft Office applications.
- Must pass pre-employment screening/background check.
- Required to be Tier I certified within fourteen (14) days of employment.

Group 3 – CareerSource Centers Operated Positions

**Job Description (5)
Customer Service Representative/Customer Service Representative I**

Duties and Responsibilities

- Greets and assists job seekers in the resource room, information desk, orientation, and in other assigned activities and makes referrals to the appropriate place or person within the center when required.
- Provides customer assistance in the areas of work registration, resume preparation, job search, internet browsing and e-mail applications.
- Monitors Resource Area and ensures that the customer has access to appropriate information and equipment to complete orientation and work registration Employ Miami-Dade (EMD)/Employ Monroe (EM) and Initial Assessment Application (IAA), and conducts career and occupational exploration.
- Directs and provides information to customers regarding services and procedures and makes referrals to the appropriate place or person within the center once the customer has completed orientation and work registrations, when required.
- Maintains records for all customers who receive orientation, work register in EMD and IAA, and other Resource Area transactions and prepares routine and ad hoc activity reports for management, as required.
- Provides general and program orientations.
- Provides back-up and assistance to other Career Center staff, as appropriate to individual position objectives and requirements to include, but not limited to processing Customer Satisfaction Surveys.
- Operates office equipment, including personal computer, copy machine, and fax machine.
- Troubleshoots problems related to internet browsing and/or equipment use.
- Performs related duties as assigned.

Required Training and Experience

- Bachelor's degree in Business or Public Administration or related field from an accredited college or university.
- One (1) year of customer service and/or sales experience.
- Proficient with Microsoft Office applications.
- Excellent verbal and written communication skills.
- Bilingual (English/Spanish or English/Creole) preferred.
- Must pass pre-employment screening/background check.
- Required to be Tier I certified within fourteen (14) days of employment.

Group 3 – CareerSource Centers Operated Positions

Job Description (6) Employer Specialist

Duties and Responsibilities

- Identifies businesses and industries to develop job placement opportunities for jobseekers and converts these opportunities into job orders for jobseekers.
- Identifies and develops employment opportunities for program customers.
- Coordinates community service and work experience worksites.
- Coordinates with employers' on-site recruitments and pre-screenings.
- Develops and manages On-the-Job Training (OJT) agreements with businesses in the Region.
- Works with employers to develop OJT and customized training in demand driven occupations.
- Provides leads to Business Consultants for those companies who may be interested in information on tax credits and financial incentives for available training services such as Employed Worker Training Program (EWTP) and OJT.
- Coordinates with staffing agencies and other organizations that provide placement services to ensure adequate employment opportunities exist for job seekers and program customers.
- Tracks career center placements and implements initiatives to increase placement outcomes.
- Organizes and collaborates on recruitments with Career Advisors and other program staff.
- Works with program Career Advisors to place program customers.
- Participates in business and trade organizations that promote workforce and economic development.
- Attends training opportunities that will enhance job related skills and program specific training.
- Performs related duties as assigned.

Required Training and Experience

- Bachelor's degree in business, public relations, marketing, human resources, or related field from an accredited college or university.
- Two (2) years of experience in workforce development or business (i.e. marketing, public relations, or economic development).
- Proficient with Microsoft office applications.
- Excellent verbal and written communication skills.
- Bilingual (English/Spanish or English/Creole) is preferred.
- Must pass pre-employment screening/background check.
- Required to be Tier I certified within fourteen (14) days of employment.

Group 3 – CareerSource Centers Operated Positions

**Job Description (7)
Job Placement Specialist/Placement Specialist**

Duties and Responsibilities

- Develops community/work experience sites for the Temporary Assistance for Needy Families (TANF/RET) program to include expanding employer bases to provide Refugee clients with new opportunities including the promotion of On-the-Job Trainings.
- Develops unsubsidized employment, community/work experience sites and on-the-job training agreements for the TANF/RET caseload.
- Expands employer base to provide TANF/RET clients with new opportunities, markets employer incentives.
- Monitors Employ Miami-Dade (EMD)/Employ Monroe (EM) to ensure complete and updated job seeker registrations.
- Identifies and develops employment opportunities for program customers. with Career Advisors to place program customers.
- Collaborates with staff to report placement data.
- Organizes and collaborates on recruitment with other program staff to fill job openings.
- Attends training opportunities that will enhance job related skills and program specific training.
- Participates in business and trade organizations that promote workforce and economic development.
- Conducts follow-up services and document placement and retention in case file.
- Performs related duties as assigned.

Required Training and Experience

- Bachelor's degree in Business, Public Relations, Marketing, Human Resources, or related field from an accredited college or university.
- Two (2) years of experience in the business sector, sales, or marketing.
- Computer knowledge (proficient in Microsoft Office applications).
- Excellent verbal and written communication skills.
- Must have excellent interpersonal, strong organizational and team leading skills.
- Bilingual (English/Spanish or English/Creole) preferred.
- Must pass pre-employment screening/background check.
- Required to be Tier I certified within fourteen (14) days of employment.

Group 3 – CareerSource Centers Operated Positions

Job Description (8) Lead Career Advisor

Duties and Responsibilities

- Conduct individual or group counseling sessions to assist customers.
- Conduct comprehensive assessments to assist customers in their educational/vocational objectives development, goal attainment, referral for program services, and referrals for partner agencies such as domestic violence if needed.
- Perform customer assessment, reviews Career Plan effectiveness, customer progress and makes updates as deemed applicable.
- Coordinate and monitor services, including comprehensive tracking of customer activities in relation to Career Plan.
- Coordinate services and ensuring customer received appropriate services.
- Prepare customer for their job search by assisting them with resumes, cover letters, mock interviews, etc.
- May conduct Job Readiness and other workshops.
- Conduct General and Program Specific (Welfare Transition (WT)/Career Advancement Program (CAP), Workforce Investment Act (WIA), Wagner Peyser Program (WP), Supplemental Nutritional Assistance Program (SNAP) and other related programs orientations and assists customers in determining the level of services needed.
- Refer customers to available community and program resources such as housing, food, clothing, school programs and vocational opportunities.
- Ensure accuracy and completeness of customer file management.
- Performs necessary case record documentation, paperwork and record keeping.
- Interpret program regulations or benefit requirements and facilitates customer access to community/program resources; including providing information about school programs, vocational opportunities or services, relevant mental health services, and others as applicable.
- Coordinate with Job Placement Specialist as appropriate for the development of customer employment opportunities and job placement.
- Enter all relevant data (case management notes, job placement, and follow-up) into computer tracking system. Performs the day-to-day inputting of data into the One-Stop System Tracking (OSST) and Employ Miami-Dade (EMD)/Employ Monroe (EM) system.
- Perform customers/employers follow-up interview and maintain case records relative to employment retention.
- Exercise professional judgment, discretion, confidentiality and sensitivity in all communications.
- Assist Program Supervisor.
- Perform related duties as assigned.

Required Training and Experience

- Bachelor's Degree.
- Two (2) years of workforce programs experience to include customer service.
- Bilingual (English/Creole or English/Spanish) is preferred.
- Excellent verbal and written communication skills.
- Proficient with Microsoft Office applications.

- Must pass pre-employment screening/background check.
- Required to be Tier I certified within fourteen (14) days of employment.

Group 3 – CareerSource Centers Operated Positions

**Job Description (9)
Outreach Specialist**

Duties and Responsibilities

- Conducts home visits with program customers to re-engage participation.
- Works with Career Advisors to place program participants in appropriate activities.
- Collaborates with staff to report results of re-engagement of customers.
- Facilitates services to customers to remove barriers that affect the customers' ability to participate in program services.
- Organizes and collaborates with staff to develop worksites for customers assigned to community service, work experience, or OJT to fill job openings.
- Visits worksites to supervise customers' activities and collect attendance logs.
- Travels within an assigned area to provide employment services to customers.
- Conducts follow-up service visits and documents outcome of outreach in case file and in the required Management Information System (MIS).
- Performs related duties as assigned.

Required Training and Experience

- Bachelor's degree in education, psychology, or related field.
- One (1) year of workforce programs experience, which includes customer service experience.
- Excellent verbal and written communication skills.
- Bilingual (English/Spanish or English/Creole) is preferred.
- Must pass pre-employment screening/background check.
- Required to be Tier I certified within fourteen (14) days of employment.

Group 3 – CareerSource Centers Operated Positions

Job Description (10) Program Specialist I/Program Specialist

Duties and Responsibilities

- Provides assistance to the Career Center staff with routine typing and clerical work.
- Meets the public and gives non-technical information.
- Computes data and performs data-entry.
- Uses fax, typewriter, copy machine and other office equipment, as needed.
- Greets all customers in a friendly manner and directs customers to program staff and Career Center resources.
- Explains eligibility requirements, form completion requirements, and community resources for program eligibility.
- Conducts orientations and collects documents for program eligibility.
- Prepares and assists applicants in completion of routine intake and other program forms.
- Organizes and maintains hard copies and electronic files in accordance with SFWIB policy and procedures.
- Compiles caseload reports and preparation of reports for Management as required.
- Performs general office duties such as typing correspondence, forms and reports, opening and distributing mail, preparing outgoing mail, filing documents, cross-indexing documents and other office duties.
- Assists Career Center Staff by performing support services such as conducting Initial Assessment Application (IAA) updates, client follow-up, data-entry, and answers routine correspondence.
- Conducts follows-ups to verify participant employment and/or need for additional services.
- Serves as back up for Clerk/Telephone Operator as needed.
- Performs related duties as assigned.

Required Training and Experience

- Associate's degree from an accredited college or university.
- One (1) year experience in the analysis and evaluation of workforce development programs.
- Computer knowledge (proficient Microsoft Office applications).
- Communication Skills (speak, read, and write in English).
- One (1) year experience in Customer Service.
- Bilingual (English/Spanish or English/Creole) is preferred.
- Must pass pre-employment screening/background check.
- Required to be Tier I certified within fourteen (14) days of employment.

Group 3 – CareerSource Centers Operated Positions

**Job Description (11)
Program Specialist II**

Duties and Responsibilities

- Meets with the public and provides technical information.
- Conducts interviews and obtains information necessary to establish eligibility under existing eligibility criteria; applies local, state & federal policies and procedures to determine eligibility.
- Verifies information received.
- Maintains case file and management of data entry for program systems.
- Completes records indicating type of services authorized.
- Compiles records, and evaluates personal and financial data in order to verify completeness/accuracy and to determine eligibility status and inputs data in Employ Miami Dade (EMD).
- Records the customers' needs of services such as: vocational counseling and training, literacy or language instruction, transportation assistance, child care, etc.
- Keeps records and prepares reports for Career Center Director.
- Performs other duties as assigned.

Required Training and Experience

- Bachelor's degree from an accredited college or university.
- Two (2) years of Workforce Programs experience.
- Proficient with Microsoft office applications.
- Excellent verbal and written communication skills.
- One (1) year experience in Customer Service.
- Bilingual (English/Spanish or English/Creole) preferred.
- Workforce Programs Eligibility Certification.
- Must pass pre-employment screening/background check.
- Required to be Tier I certified within fourteen (14) days of employment.

Group 3 – CareerSource Centers Operated Positions

Job Description (12) Workshop Facilitator

Duties and Responsibilities

- Conducts classes, orientation workshops, and demonstrations to teach principles, techniques, or methods in subjects such as employability skills, basic customer service, life skills, Job Readiness Workshops and workforce entry skills with a business/employer training approach.
- Instruct customers individually and in groups, using various teaching methods such as lectures, discussions, and demonstrations.
- Adapts teaching methods and instructional materials to meet customers' varying needs, learning styles, abilities, and interests.
- Enforces administration policies and rules governing customers and the Work Readiness curricula.
- Establishes and enforces rules for behavior and procedures for maintaining order among customers attending training.
- Maintains Work Readiness objectives for all lessons, modules, and projects, and communicates those objectives to students.
- Coordinates workshops scheduling, schedules guest speakers and guest trainers for workshops.
- Maintains accurate records and documentation as required by the Work Readiness curricula.
- Identifies the developmental needs of customers through coaching, mentoring, helps customers improve their knowledge and skills and apply those skills in a business environment for successful employment.
- Coordinates trainings and workshops with various agencies.
- Completes work registration.
- Tracks client participation and follows up.
- Performs related duties as assigned.

Required Training and Experience

- Bachelor's degree in Psychology, Social Science, Education or related field from an accredited college or university.
- Proficient in Microsoft Office applications.
- One (1) year of instructional experience, in curriculum design, designing lesson plans, or related experience.
- Excellent verbal and written communication skills.
- Bilingual (English/Spanish or English/Creole) is preferred.
- Must pass pre-employment screening/background check.
- Required to be Tier I certified within fourteen (14) days of employment.

Group 3 – CareerSource Centers Operated Positions

**Job Description (13)
Workforce Program Supervisor/Center Supervisor**

Duties and Responsibilities

- Oversees the day-to-day operation of an adult employment & training program under the welfare transition act, workforce investment act, supplemental nutrition assistance program or other workforce program.
- Evaluates programs' effectiveness and ensures that operational and contract requirements are met.
- Monitors customer case files for eligibility documentation, where appropriate, accuracy of paperwork and provision of timely and appropriate services and identifies need for technical assistance.
- Assists Career Center Director in setting goals for individual employees and evaluation of employee performance.
- Monitors and analyzes performance on an ongoing basis, and reports progress made towards performance goals to management and implements Quality Assurance/Improvement strategies.
- Assists Career Center Director in assigning and maintaining work schedules for staff and ensures that staff availability is sufficient to meet the needs of the customers of specified program(s).
- Supervises, hires, and trains new staff.
- Ensures proper coordination of specified programs for training opportunities such as, On-the-Job Training (OJT) and Customized Training.
- Performs related duties as assigned.

Required Training and Experience

- Bachelor's degree in business, public administration, or human resources, or related field.
- Two (2) years of supervisory experience to include experience in workforce development, economic development, or human resources.
- Proficient with Microsoft Office applications.
- Excellent verbal and written communication skills.
- Bilingual (Spanish and/or Creole) preferred.
- Must pass pre-employment screening/background check.
- Required to be Tier I certified within fourteen (14) days of employment.

Group 3 – CareerSource Centers Operated Positions

**Job Description (14)
QA Supervisor**

Duties and Responsibilities

- Designs, develops, and implements the workforce services quality assurance program
- Responsible for conducting quality assurance reviews of all employment and training services to ensure compliance with the Workforce Innovation Opportunity Act (WIOA), state and local policies and procedures, and applicable rules governing such programs
- Reviews various types of information to ascertain documents obtained meet the guidelines and criteria established under WIOA
- Reviews various data management systems to verify accurate recording of information
- Reviews files and records for completeness
- Monitors the delivery of employment and training services provided by contracted service providers
- Performs quality assurance reviews to test and verify the delivery of services in accordance with contract standards
- Analyzes data and prepares reports describing areas of deficiency

Required Training and Experience

- Bachelor's degree.
- Two (2) years of experience in the analysis and evaluation of an employment/training program.
- Proficient with Microsoft Office applications.
- Excellent verbal and written communication skills.
- Must pass pre-employment screening/background check.

Group 3 – CareerSource Centers Operated Positions

**Job Description (15)
Administrative Specialist**

Duties and Responsibilities

- Responsible for performing various administrative duties in support of all human resources activities including recruitment, organizing and conducting interviews, scheduling on-board pre-employment appointment, processing the payroll, benefits enrollment, and related human resources duties.
- Responsible for scheduling applicants for an interview appointment; participates on interview panels; schedules on-board pre-employment appointments, and performs related duties.
- Works closely with management to ensure timeliness in filling vacant positions.
- Responds to applicants on the status of their applications/resumes.
- Maintains all records and files pertaining to the recruitment process.
- Assists with certain payroll, benefits, and related functions as needed.
- Responsible for explaining policies, procedures, rules and regulations pertaining to recruitment, payroll and benefits, and pre-employment requirements.
- Responsible for explaining policies, procedures, rules and regulations pertaining to procurement.
- Creates various weekly, monthly, and annual reports.
- Responsible for purchasing of goods and services through the issuance of solicitations.
- Responsible for the receipt and analysis of quotes, making vendor recommendation, and performing related duties.
- Performs other duties as assigned.

Required Training and Experience

- Bachelor's degree.
- One (1) year of professional administrative experience in personnel, recruitment, payroll, to include experience with procurement.
- Proficient with Microsoft Office applications.
- Knowledge of general personnel management theories and principles.
- Excellent verbal and written communication skills.
- Must pass pre-employment screening/background check.

Group 3 – CareerSource Centers Operated Positions

**Job Description (16)
Accountant 1**

Duties and Responsibilities

- Performs bookkeeping and clerical work pertaining to the maintenance of accounting or fiscal records.
- Reconciles and analyzes the monthly payroll, including, but not limited to retrieving employees' timesheets and allocating payroll costs accordingly.
- Reviews agency budgets, researches and identifies reasons for any differences between actual expenditures and budgets.
- Analyzes expenditure rates and patterns.
- Compiles and analyzes monthly Financial Reports.
- Prepares and completes monthly cost allocations.
- Performs pre-auditing of fiscal documents for completeness, accuracy, and compliance with SFWIB defined policies and procedures, as well as governmental regulations.
- Maintains accounting records, such as monthly account reconciliations and analysis of all balance sheet accounts.
- Assists with annual financial audits and State fiscal monitoring.
- Receives and reviews service provider reimbursement packages.
- Verifies the receipt, accuracy, and completeness of documentation submitted by the service provider.
- Contacts Service Providers to obtain signatures, forms, and related paperwork not submitted in the reimbursement package.
- Corrects any discrepancies noted during the review process.
- Reviews budgets and budget modifications received from Service Providers.
- Maintains accounting records relating to the Service Providers' actual expenditures, and entering budgets in the accounting system.
- Reviews and approves close-outs.
- Trains and assists subordinate Account Clerks as necessary.
- Assists supervisors with more complex accounting activities.

Required Training and Experience

- Bachelor's degree in Accounting from an accredited college or university and one (1) year of professional accounting experience; or a Bachelor's degree to include twenty-one (21) semester credits in Accounting; or completion of twenty-one (21) semester credits in Accounting and four (4) years of accounting or bookkeeping experience.
- Experience with creating spreadsheets.
- Experience with Fund Accounting and budgets.
- Must pass pre-employment screening/background check.

Group 1 Headquarter Operations: Administrative/Clerical/Informati on Technology/Accounting		Hourly Rate Range	
Job Title		Minimum	Maximum
1	Account Clerk	\$13.11	\$13.11
2	Accountant 1	\$18.00	\$19.25
3	Community Service Specialist	\$16.83	\$16.83
4	Computer Technician II	\$17.31	\$19.71
5	Military Family Employment Advocate	\$18.03	\$19.23
6	Network Manager 1	\$25.24	\$27.64
7	RET Intake Worker	\$11.06	\$11.06
8	Senior Executive Secretary	\$20.65	\$34.72
9	Systems Analyst Programmer	\$25.24	\$27.64
10	TAA Coordinator	\$21.32	\$21.32
11	Youth Program Specialist	\$16.00	\$16.00
12	Comptroller	\$33.44	\$60.00

22nd Century Technologies, Inc. PY'19-20 Pay Rate Table										
ACA Benefits Mark-up Rates	Billing		Enhanced Benefits Mark-up Rates	Billing		Recruiting Mark-up Rates	Billing			
	Minimum	Maximum		Minimum	Maximum		Minimum	Maximum		
28%	\$16.78	\$16.78	30%	\$17.04	\$17.04	30%	\$17.04	\$17.04		
28%	\$23.04	\$24.64	30%	\$23.40	\$25.03	30%	\$23.40	\$25.03		
28%	\$21.54	\$21.54	30%	\$21.88	\$21.88	30%	\$21.88	\$21.88		
28%	\$22.16	\$25.23	30%	\$22.50	\$25.62	30%	\$22.50	\$25.62		
28%	\$23.08	\$24.61	30%	\$23.44	\$25.00	30%	\$23.44	\$25.00		
28%	\$32.31	\$35.38	30%	\$32.81	\$35.93	30%	\$32.81	\$35.93		
28%	\$14.16	\$14.16	30%	\$14.38	\$14.38	30%	\$14.38	\$14.38		
28%	\$26.43	\$44.44	30%	\$26.85	\$45.14	30%	\$26.85	\$45.14		
28%	\$32.31	\$35.38	30%	\$32.81	\$35.93	30%	\$32.81	\$35.93		
28%	\$27.29	\$27.29	30%	\$27.72	\$27.72	30%	\$27.72	\$27.72		
28%	\$20.48	\$20.48	30%	\$20.80	\$20.80	30%	\$20.80	\$20.80		
28%	\$42.80	\$76.80	30%	\$43.47	\$78.00	30%	\$43.47	\$78.00		

Group 2 Special Programs		Hourly Rate Range	
Job Title		Minimum	Maximum
1	Disaster DWG Eligibility Specialist	\$15.00	\$16.30
2	Paid Work Experience (PWE)	\$10.00	\$25.00

ACA Benefits Mark-up Rates	Billing		Enhanced Benefits Mark-up Rates	Billing		Recruiting Mark-up Rates	Billing	
	Minimum	Maximum		Minimum	Maximum		Minimum	Maximum
28%	\$19.20	\$20.86	30%	\$19.50	\$21.19	30%	\$19.50	\$21.19
28%	\$12.80	\$32.00	30%	\$13.00	\$32.50	30%	\$13.00	\$32.50

Group 3 CareerSource Centers Operated Positions		Hourly Rate Range	
Job Title		Minimum	Maximum
1	Business Consultant	\$15.82	\$26.52
2	Career Advisor	\$12.00	\$25.34
3	Career Center Director/Center Manager	\$26.52	\$44.52
4	Clerk/Telephone Operator	\$9.00	\$10.00
5	Customer Service Representative/Customer Service Representative 1	\$10.00	\$16.00
6	Employer Specialist	\$15.00	\$25.34
7	Job Placement Specialist/Placement Specialist	\$12.00	\$25.00
8	Lead Career Advisor	\$20.00	\$26.52
9	Outreach Specialist	\$11.00	\$20.44
10	Program Specialist I/Program Specialist	\$12.00	\$22.25
11	Program Specialist II	\$14.00	\$19.00
12	Workshop Facilitator	\$15.00	\$26.52
13	Workforce Program Supervisor/Center Supervisor	\$17.00	\$33.69
14	QA Supervisor	\$18.00	\$18.00
15	Administrative Specialist	\$18.00	\$18.00
16	Accountant 1	\$18.00	\$19.25

ACA Benefits Mark-up Rates	Billing		Enhanced Benefits Mark-up Rates	Billing		Recruiting Mark-up Rates	Billing	
	Minimum	Maximum		Minimum	Maximum		Minimum	Maximum
28%	\$20.25	\$33.95	30%	\$20.57	\$34.48	30%	\$20.57	\$34.48
28%	\$15.36	\$32.44	30%	\$15.60	\$32.94	30%	\$15.60	\$32.94
28%	\$33.95	\$56.99	30%	\$34.48	\$57.88	30%	\$34.48	\$57.88
28%	\$11.52	\$12.80	30%	\$11.70	\$13.00	30%	\$11.70	\$13.00
28%	\$12.80	\$20.48	30%	\$13.00	\$20.80	30%	\$13.00	\$20.80
28%	\$19.20	\$32.44	30%	\$19.50	\$32.94	30%	\$19.50	\$32.94
28%	\$15.36	\$32.00	30%	\$15.60	\$32.50	30%	\$15.60	\$32.50
28%	\$25.60	\$33.95	30%	\$26.00	\$34.48	30%	\$26.00	\$34.48
28%	\$14.08	\$26.16	30%	\$14.30	\$26.57	30%	\$14.30	\$26.57
28%	\$15.36	\$28.48	30%	\$15.60	\$28.93	30%	\$15.60	\$28.93
28%	\$17.92	\$24.32	30%	\$18.20	\$24.70	30%	\$18.20	\$24.70
28%	\$19.20	\$33.95	30%	\$19.50	\$34.48	30%	\$19.50	\$34.48
28%	\$21.76	\$43.12	30%	\$22.10	\$43.80	30%	\$22.10	\$43.80
28%	\$23.04	\$23.04	30%	\$23.40	\$23.40	30%	\$23.40	\$23.40
28%	\$23.04	\$23.04	30%	\$23.40	\$23.40	30%	\$23.40	\$23.40
28%	\$23.04	\$24.64	30%	\$23.40	\$25.03	30%	\$23.40	\$25.03

22nd Century Technologies, Inc.

PY'19-20 Enhanced Benefits Table

**Fringe Benefits (Health, Dental and Vision Insurance)		
Medical Plans	Employee only coverage Monthly Plan Cost	Payroll Deduction (Bi-weekly)
PPO Basic	\$174.50	\$80.54
PPO Comprehensive	\$303.50	\$140.08
PPO-High Deductible	\$137.00	\$63.23
Medical Plans	Employee + Child(ren) coverage Monthly Plan Cost	Payroll Deduction (Bi-weekly)
PPO Basic	\$635.20	\$293.17
PPO Comprehensive	\$979.55	\$452.10
PPO-High Deductible	\$524.38	\$242.02
Medical Plans	Employee + Spouse coverage Monthly Plan Cost	Payroll Deduction (Bi-weekly)
PPO Basic	\$708.85	\$327.16
PPO Comprehensive	\$1,078.45	\$497.74
PPO-High Deductible	\$645.48	\$297.91
Medical Plans	Family coverage Monthly Plan Cost	Payroll Deduction (Bi-weekly)
PPO Basic	\$1,212.66	\$559.69
PPO Comprehensive	\$1,764.99	\$814.61
PPO-High Deductible	\$927.88	\$428.25
Dental/Vision Plan	Employee only coverage Monthly Plan Cost	Payroll Deduction (Bi-weekly)
Premium Plan	\$26.00	\$12.00
Dental/Vision Plan	Employee + Child(ren) coverage Monthly Plan Cost	Payroll Deduction (Bi-weekly)
Premium Plan	\$76.56	\$35.34
Dental/Vision Plan	Employee + Spouse coverage Monthly Plan Cost	Payroll Deduction (Bi-weekly)
Premium Plan	\$73.42	\$33.89
Dental/Vision Plan	Family coverage Monthly Plan Cost	Payroll Deduction (Bi-weekly)
Premium Plan	\$121.75	\$56.19



**STATE AND LOCAL WORKFORCE DEVELOPMENT BOARD
CONTRACTING CONFLICT OF INTEREST POLICY**

BACKGROUND

The following policy was established in accordance with proviso language for Specific Appropriation 2214 of the 2010 General Appropriations Act and the 2010 Appropriations Implementation Bill and continued in accordance with Specific Appropriation 2006 of the 2011 General Appropriations Act.

The proviso language for Specific Appropriation 2006 prohibited the use of state or federal funds by a regional workforce board "for any contract exceeding \$25,000 between a regional workforce board] and a member of that board that has any relationship with the contracting vendor, unless the contract has been reviewed by the Agency for Workforce Innovation and [CareerSource Florida, Inc. (CSF)]" The proviso language was incorporated into and made a part of this policy.

This policy was modified in 2011 to prohibit a contract between local workforce development boards (local) and their board members or other persons or entities that may benefit financially from a contract (as defined in paragraph l(g) below), providing four exemptions to the prohibition to allow the workforce boards to provide statutorily-mandated services.

This policy was again modified in 2012 to comply with the Legislature's adoption of Chapter 201229, Laws of Florida, requiring contracts under \$25,000 to be reported to CSF and requiring that contracts with relatives of workforce board employees be approved by a two-thirds vote and go through the review and approval process.

The policy currently complies with section 445.007(1) and (11), Florida Statutes.

POLICY

l) Definitions

For the purposes of this policy, the following definitions apply:

- a) "Board" means one of Florida's 24 local boards or CSF.
- b) "Contract" means a written agreement funded by state or federal funds, to which a local board or CSF is one of the parties. It includes the initial contract and all amendments, renewals or extensions. For the purposes of this policy, "contract" includes the proposed contract. This term does not include:

- i) Retail purchases for which no written contract is executed;
 - ii) The purchase of utility services for use by a board;
 - iii) Staff employment contracts (other than contracts with members of a board or relatives of board members); and,
 - iv) Membership fees and sponsorships to professional organizations.
- c) "Entire board" means the complete membership of the board at the time a contract is submitted to a vote. It includes board members who have a relationship with the contracting vendor and who therefore must abstain on the vote on the contract. Membership of the board includes non-voting members.
- d) "Quorum" means that minimum number of members of the board required to be present for the board to transact business as established by the board's bylaws (or, in the absence of bylaws, as has otherwise been established by the board.)
- e) "When a quorum has been established" means the contemporaneous meeting of a sufficient number of members to constitute a quorum, in person and/or through accepted electronic means.
- f) "has any relationship with the contracting vendor" means the member is an owner or a principal of the vendor, or a principal of the vendor has retained the member, or the parent organization or subsidiary of a corporate principal of the vendor has retained the member or a member's known relative or member's business associate is an owner of the vendor. For purposes of this policy, vendor, contractor and sub recipient are the same.
- g) "benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal who retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal who retains the member or the special private financial gain to any member's relative or business associate or to a board employee or a board employee's relative and such benefit is not remote or speculative. "Personally benefit financially" means a special private financial gain to a member only.
- h) "Owner" means any ownership interest in a privately owned contracting entity or a majority interest in a publicly held contracting entity.
- i) "Principal of a contractor" means an owner or high-level management employee with decision-making authority.

- j) "Employee" means a person employed full-time by a local board working in a managerial or supervisory capacity or who has direct contract management or direct fiscal involvement with the contract being voted on by a board.
- k) "Relative" is defined as "father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law." Section 12.3143(1)(c), Florida Statutes.
- l) "Utility services" include telephone, cable, electricity, water, gas, waste and sewage services, and other similar services.
- m) "Federal, state or other governmental workforce programs" means Incumbent Worker Training (section.445.003(3)(a)(3), F.S.), Quick Response Training (Section 288.047, Florida Statutes), Employed Worker Training, On the Job Training, customized training and other career center training provider services.

II) Prohibition Against a Board Contracting with its Board Members

No board (CSF or a local board) shall enter into a contract with its board members, with organizations represented by its board members or with entities in which its board members have a relationship with the contracting vendor.

At a board's discretion, the following may be exempted from the above paragraph:

- a) A contract with an agency (as defined in section 112.312(2), Florida Statutes, including, but not limited to, those statutorily required to be board members) when said agency is represented by a board member and said member does not personally benefit financially from such contracts.
- b) A contract with a board member or a vendor (when a board member has any relationship with the contracting vendor) in which the contract relates to that member's appointment to the board under section 107(a)(2), Public Law 113-128, Workforce Innovation and Opportunity Act of 2014 (WIOA).
- c) A contract with a board member receiving a grant for workforce services under federal, state or other governmental workforce programs.
- d) A contract between a board and a board member which is not exempted under paragraphs II(a), II(b) or II(c) in which the board documents exceptional circumstances and/or need and the board member does not personally benefit financially from the contract. Based upon criteria developed by CSF, DEO shall review the board's documentation and assure compliance.
- e) Each contract that is exempted from the general prohibition in paragraph II must meet the requirements set forth in paragraph III below, including, but not limited to, the

requirements of the criteria established in the "conflict of interest" provisions under section 101(f), Workforce Innovation and Opportunity Act of 2014. However, since section 445.007(11), FS requires CSF to perform the review and approval process pertaining to local board contracts, CSF contracts shall not be subject those provisions of this policy pertaining to review and approval processes.

III) Requirements of Section 445.007, Florida Statutes

A board must comply with all requirements of section 445.007, Florida Statutes, prior to contracting with a board member or other person or entity who could benefit financially from a contract (as defined in paragraph l(g) above). These requirements are:

- a) All contracts between a board and a board member or other person or entity who may benefit financially from a contract (as defined in paragraph l(g) above) must be approved by a two-thirds vote of the board when a quorum has been established and the approval of such contracts shall not be delegated to staff or committees.
- b) The fact that a board member or other person or entity could benefit financially from a contract (as defined in paragraph l(g) above) must be disclosed in a board meeting and must be recorded in the minutes of said meeting before a vote is taken. The board member's absence from the meeting does not relieve the board from the disclosure and two-thirds vote requirements. All other known conflicts must be disclosed before a vote can take place. If a board member or employee discovers a conflict of interest after the vote, then the conflict must be disclosed in a procedure consistent with section 112.3143(4)(b), Florida Statutes. Board members who could benefit financially from the contract or who have any relationship with the contracting vendor (as defined in paragraph l(f) above) must abstain from voting on the contract. A board member's designee cannot vote in the place of a board member who is required to abstain.
- c) Board contracts equal to or greater than \$25,000 shall not be executed prior to the written approval of CSF.
- d) A board must submit all contracts equal to or greater than \$25,000 with board members or other persons or entities who could benefit financially from the contract to DEO along with documentation, as specified by this policy, demonstrating compliance with section 445.007, Florida Statutes.
- e) A contract of less than \$25,000 between a local board and a member of that board or between a relative of a board member or of an employee of the board is not required to have the prior approval of CSF, but must be approved by a two-thirds vote of the board, once a quorum is established and after full disclosure, with the member's abstention and must be reported to DEO and CSF within 30 days after approval.

- f) Contracts with a board member or other persons or entities who could benefit financially from the contract (as defined in paragraph l(g) above) in which the board will receive monies or other compensation (such as a board member paying rent to the board or paying for board services) are exempt from this policy.
- g) The term "contract" includes the initial contract and all amendments, renewals, or extensions. Renewals or extensions of contracts with a board member or persons or entities who could benefit financially from said contract must be approved under the same procedure as original contracts. Any amendments to a contract that could benefit financially a board member or another person or entity (as defined in paragraph l(g) above) must be approved under the same procedure as if the amendment were an original contract. Any amendments that do not benefit financially a board member or other person or entity (as defined in paragraph l(g) above) may be approved by a regular majority vote when there is a quorum according to board rules and/or bylaws.
- h) All other requirements of section 445.007, Florida Statutes, must be met. For example, a board member must continue to disclose any conflict of interest in a manner that is consistent with the procedures outlined in section 112.3143, Florida Statutes.
- i) To comply with the requirements of section 445.007, Florida Statutes, a board's policy shall advise and require board employees to disclose known conflicts of interest and notify the board of any contracts which may benefit them personally or their relatives. To comply with the requirements of section 445.007, Florida Statutes, a board's policy shall advise and require all parties to a contract to disclose all known conflicts of interest and notify the board of all board members or other persons or entities known to benefit financially from the contract (as defined in paragraph l(g) above).
- j) A contract that is initially subject to the requirements of section 445.007, Florida Statutes, due to a board member's, an employee's, an employee's relative's, or another person's or an entity's conflicts of interest at the time of approving the contract is not subject to these procedures after the departure of the member from the board membership, the departure of the employee from the board's employment or other actions have removed the conflicts of interest.
- k) The above requirements do not eliminate or diminish a board's obligations to comply with the "conflict of interest" provisions under section 101(f), Public Law 113-128, (WIOA).

IV) Review Criteria

Contracts equal to or greater than \$25,000 with a board member or other person or entity who could benefit financially from the contract (as defined in paragraph l(g) above) must be reviewed by DEO to ensure that these requirements have been met:

- a) The contract met one or more of the exemptions to the prohibition under paragraph II;
- b) The board approved the contract with a two-thirds vote when a quorum was established;
- c) Board members who could benefit financially from the contract or board members who have any relationship with the contracting vendor disclosed any such conflicts prior to the board vote on the contract; and,
- d) Board members who could benefit financially from the contract or board members who have any relationship with the contracting vendor abstained from voting.

V) Required Documentation

For each contract equal to or greater than \$25,000, a board must electronically submit, after the board's approval of the contract, a completed contract information form certified by the board chair or vice chair as correct and true to WorkforceContract.Review@deo.myflorida.com containing the following information:

- a) Identification of all parties to the contract;
- b) Description of goods and services to be procured;
- c) Value of the contract, contract renewal or contract extension;
- d) Contract term including starting date and ending date;
- e) Contract number or identifying information, if any;
- f) Identification of board member or employee whose conflict of interest required the board's approval of the contract by a two-thirds vote;
- g) The nature of the conflict of interest in the contract;
- h) A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting and, for those in attendance, the affirmative and negative votes and abstentions for each member;
- i) Dated and executed conflict of interest forms, which are consistent with the procedures outlined in section 112.3143, Florida Statutes, submitted at or before the board meeting in which the vote took place, for board members who have any relationship with the contracting vendor (as defined in paragraph I(f) above); and,

- j) Other information as specified on the contract information form.

DEO and CSF will review this documentation to ensure compliance with the statutory requirements listed in paragraph III above. Failure to timely provide all required documentation or failure to complete the form shall result in immediate disapproval of the contract and require resubmission of documentation and form. DEO will electronically submit in writing to CSF, within five (5) business days of receiving all of the required documentation, its recommendation of whether the statutory requirements were met. CSF will then electronically transmit in writing within three (3) business days after receipt of DEO's written recommendation its approval or disapproval.

The board may not execute the contract until CSF approves the contract. However, the contract must be executed and performance begun within a reasonable time following approval. Seeking "blanket" approval for potential future contracts with board members is not within the spirit of the policy and all such attempts shall be denied.

VI) Request for Review When Contract Approval Is Denied

A party to the contract may request a review of CSF's disapproval of a contract. Strict compliance with the following procedures is required:

- a) The request for review must be in writing, must state specific grounds for review and must provide all information required for review of the stated grounds. Failure to state specific grounds may be cause for denial of the request without further review.
- b) The request for review must be received by CSF not later than ten (10) calendar days from the date of CSF's denial. The request may be submitted electronically to CSF's administrative entity for contract review, the Department of Economic Opportunity (DEO), through the email address WorkforceContract.Review@deo.myflorida.com or directly to CSF by any other means of delivery, i.e. mail service, hand delivery, facsimile, etc.. Any request for review that is not received by CSF or DEO within this timeframe will be rejected without further consideration.
- c) Within seven (7) calendar days of receipt, the CSF President or designee will issue a final decision on the request for review. The Chair of the CSF Board of Directors or its Board of Directors may direct the President to present such reviews to the Executive Committee. No review under this policy will be presented to the CSF Board of Directors unless, at the discretion of the Chair, such full board review is deemed to be necessary.

VII) Effective Dates of Policy

- a) These modifications shall be in effect upon CSF's adoption at its May 17, 2017, Board of Directors meeting.

Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g))
2 CFR § 175.15, Award Term

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, sub-recipients under this award, and sub-recipients' employees may not--
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or sub-awards under the award.
2. The Department of Labor, Federal awarding agency, may unilaterally terminate this award, without penalty, if you or a sub-recipient that is a private entity--
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either--
 - A. Associated with performance under this award; or
 - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 376.

b. Provisions applicable to a recipient other than a private entity. The Department of Labor may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity--

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 376.

c. Provisions applicable to any recipient.

1. You must inform the Department of Labor immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally, which is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to the Department of Labor under this award.
3. You must include the requirements of paragraph a.1 of this award term in any sub-award you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a sub-recipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than on included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

ASSURANCES AND CERTIFICATIONS

The South Florida Workforce Investment Board (SFWIB) will not award funds where the Respondent ("Contractor") has failed to accept the **ASSURANCES AND CERTIFICATIONS** contained in this section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply with the following:

- A. Certification Regarding Debarment, Suspension and Other Responsibility Matters (29 CFR Part 98)**
- B. Certification Regarding Lobbying (29 CFR Part 93)**
- C. Certification Regarding Drug-Free Workplace Requirements (29 CFR Part 94)**
- D. Non-discrimination and Equal Opportunity Assurances (29 CFR Part 38)**
- E. Certification Regarding Public Entity Crimes (section 287.133, Florida Statutes)**
- F. Sarbanes-Oxley Act of 2002**
- G. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- H. Scrutinized Companies Lists Certification (section 287.135, Florida Statutes)**
- I. Discriminatory Vendors (section 287.134, Florida Statutes)**

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

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

As required by the regulation implementing Executive Orders No. 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Contractor certifies to the best of the Contractor's knowledge and belief, to the following:

1. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department, agency or subcontractor;
2. The Contractor has not, within a three-year period preceding this application/proposal/contract, 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 agreement 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;
3. The Contractor is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2 of this certification; and
4. The Contractor has not, within three-year period preceding this application/proposal/contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall comply with the language of the certification with regards to the Contractor's subcontractors. The Contractor shall ensure and require the same certification from its subcontractor(s), which shall be forwarded to the SFWIB along with the request to subcontract as required by this solicitation/Contract.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall submit an explanation to the SFWIB attached to this form.

B. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of the Contractor's 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 a Contractor, a member of Congress, 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.
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 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 Contractor shall require that the language of this certification be included in the award documents for "all" sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose the same accordingly.

This certification is a material representation of fact upon which reliance was placed when the Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment 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.

C. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor assures and guarantees that the Contractor shall comply with the federal Drug Free Workplace Act of 1988, its implementing regulations codified at 29 CFR 94, subpart F, and the Drug-Free Workplace Rules established by the Florida Worker's Compensation Commission.

D. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES

As a condition for the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act (WIOA), and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under Title IV of the Education Amendments of 1972), national origin (including Limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. 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;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b)

Attachment 3

state and local government entities ("public entities") and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (3) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;

8. Executive Order (EO) No. 11246, "Equal Employment Opportunity" as amended by EO No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Contractor also assures that Contractor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance.

E. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, FLORIDA STATUTES

The Contractor hereby certifies that neither the Contractor, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list.

The Contractor understands and agrees that the Contractor is required to inform the SFWIB immediately upon any change in circumstances regarding this status.

F. SARBANES-OXLEY ACT OF 2002

It is the policy of the SFWIB to comply with the requirements of the Sarbanes-Oxley Act of 2002, sections 1102 and 1107, set forth by the Act, the United States Code Title 18, sections 1512 and 1513, as amended, and the requirements of the Workforce Board. By signing below, the Contractor assures that the Contractor will comply with the Sarbanes-Oxley Act provisions as set forth below:

Provisions of the Act – Title X1 – Corporate Fraud Accountability

Section 1102 – Tampering with a record or otherwise impeding an official proceeding – "Whoever corruptly: 1) alters, destroys, mutilates, or conceals a record, document or other object, or attempts to do so, with the intent to impair the object's integrity or availability for use in an official proceeding 2) otherwise obstructs, influences, or impedes any official proceeding, or attempts to do so, shall be fined under this title or imprisoned not more than 20 years, or both".

Section 1107 – Retaliation against Informants – "Whoever knowingly, with the intent to retaliate, takes any action harmful to any person, including interference with the lawful employment or livelihood of any person, for providing to a law enforcement officer any truthful information relating to the commission or possible commission of any federal offense, shall be fined under this title or imprisoned not more than 10 years, or both".

G. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (PUB. L. 111-117)

As a condition of a contract, the Contractor assures that the Contractor shall comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

H. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135. FLORIDA STATUTES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both of which are created pursuant to section 215.473, Florida Statutes, or the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel as described in section 215.4725, Florida Statutes, or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified in the section entitled "Contractor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies

with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorneys' fees, and/or costs.

I. DISCRIMINATORY VENDORS, SECTION 287.134, FLORIDA STATUTES

The Contractor shall disclose to the SFWIB if the Contractor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

BY SIGNING BELOW, THE CONTRACTOR CERTIFIES AND ASSURES THAT THE CONTRACTOR WILL FULLY COMPLY WITH THE APPLICABLE ASSURANCE OUTLINED IN PARTS A THROUGH I, ABOVE.

22nd Century Technologies, Inc
Contractor Name

Mark Burzak, contracts Manager
*Name and Title of Authorized Representative

Mark Burzak
Signature of Authorized Representative

6/27/2019
Date

*The signatory should be fully and duly authorized to execute agreements on behalf of the Contractor named above.

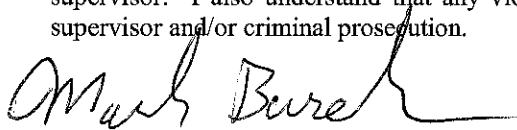
CONFIDENTIALITY ACKNOWLEDGEMENT

As a representative of 22nd Century Technologies, Inc. (Contractor's Name) providing services to the **South Florida Workforce Investment Board (SFWIB)** under contract number PS19-20 SSA for the purpose of provision of Workforce Services, I understand that I may have access confidential Reemployment Assistance (RA) information in meeting contractual obligations. By signing this form, I acknowledge that I will adhere to the State of Florida's RA confidentiality provisions specified in section 443.1715, Florida Statutes (F.S.) and 20 Code of Federal Regulations (CFR) Part 603.9. I understand that any individual that receives confidential Florida RA information who violates the provisions of the Florida statutes stated above commits a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, F.S.

In complying with these provisions, I further acknowledge the following:

1. I have been instructed on the confidentiality of the Florida RA information for which I may be exposed and the confidentiality requirements specified in section 443.1715, F.S.
2. I acknowledge, understand, or affirm I shall only use confidential RA information gathered, used, or seen for the limited purposes specified in the statement of work of contract: PS19-20 SSA or as otherwise authorized by law in order to perform my official duties required by the contract and shall not use such information for any other purpose.
3. I acknowledge, understand, or affirm that confidential RA information may only be disclosed in accordance with the provisions of section 443.1715, F.S.
4. I acknowledge, understand, or affirm that confidential RA information shall be stored in a place physically secure from access by unauthorized persons.
5. I acknowledge, understand, or affirm that confidential RA information in electronic format, such as magnetic tapes or discs should be stored and processed in such a way that unauthorized persons cannot retrieve the information by means of computers, remote terminals or other means.
6. I acknowledge, understand, or affirm that I must take precautions to ensure that only authorized personnel are given access to confidential RA information.
7. I acknowledge and understand that making a false representation in order to obtain a social security number in violation of section 119.0721, Florida Statutes, commits a felony of the third degree, punishable as provided in section 775.082 or section 775.083, Florida Statutes.

I hereby certify that I have read and understand this acknowledgment and I have received any necessary clarification from my supervisor. I also understand that any violation of these laws or requirements may result in disciplinary action(s) by my supervisor and/or criminal prosecution.



Signature

Mark Burak
Printed Name of Representative

6/27/2019

Date

22nd Century Technologies, Inc.
Printed Name of Company

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

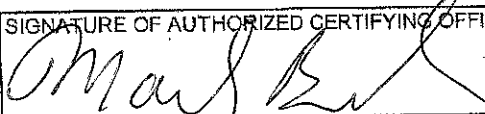
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. 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.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. 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 sex; (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) §§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 nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. 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 floodplains 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 (Clean Air) Implementation Plans under Section 176(c) of the Clean 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).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (Identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. 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."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Contracts Manager
APPLICANT ORGANIZATION 22nd Century Technologies, Inc	DATE SUBMITTED 6/27/2019

CODE OF BUSINESS ETHICS AFFIDAVIT

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County, as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County, as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: Kulpreet Singh 03/19/2019
Signature of Affiant Date

Kulpreet Singh - Business Development Manager 2 / 2 - 3 / 5 / 0 / 2 / 1 / 2 / 1 /
Printed Name of Affiant and Title Federal Employer Identification Number

22nd Century Technologies, Inc.
Printed Name of Firm

220 Davidson Avenue, Suite 118, Somerset, NJ 08873
Address of Firm

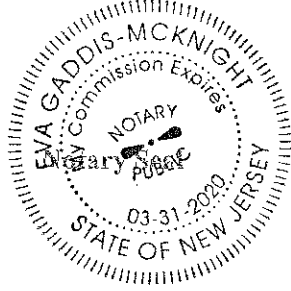
SUBSCRIBED AND SWORN TO (or affirmed) before me this 19th day of March, 2019

He/She is personally known to me or has presented NJ Driver's License as identification.
Type of identification

Eva Gaddis-McKnight I.D. No.: 50013210
Signature of Notary Serial Number

Eva Gaddis-McKnight March 31, 2020
Print or Stamp Name of Notary Expiration Date

Notary Public – State of New Jersey



FLORIDA CLEAN INDOOR AIR ACT

The purpose of the **Florida Clean Indoor Air Act (FCIAA)** is to protect people from the health hazards of second hand tobacco smoke and to implement the Florida Health initiative in section 20, Article X of the State Constitution. However, the intent of this legislation is not to inhibit, or otherwise obstruct, medical or scientific research or smoking-cessation programs approved by the Department of Health.

FCIAA Provisions

- ❖ **Prohibition** – A person may not smoke in an enclosed indoor workplace, except as specified below (s.386.204, F.S.).

Enclosed, indoor workplace means – Any place where one or more persons engages in work, and which place is predominantly or totally bounded on all sides and above by physical barriers, regardless of whether such barriers consist of or includes, without limitation, uncovered openings; screened or otherwise partially covered openings; or open or closed windows, жалousies, doors, or the like.

The Department of Health considers enclosed indoor workplace to include, but not limited to the following:

- ◆ Public and private workplaces
 - ◆ Restaurants
 - ◆ Bowling centers
 - ◆ Private country clubs
 - ◆ Hotels/motels (excluding guest rooms)
 - ◆ Beauty/barber salons
 - ◆ Libraries
 - ◆ Auditoriums/theaters
 - ◆ Nursing homes/health care facilities
 - ◆ Educational facilities (private or public)
- ❖ **Penalties** – Any person who violates s. 386.204, F.S., commits a non-criminal violation as defined in s. 775.08(3), F.S., punishable by a fine of not more than \$100 for the first violation and not more than \$500 for each subsequent violation. Jurisdiction shall be with the appropriate county court (s. 386.208, F.S.).
 - ❖ **Specific exceptions** – Smoking is permitted in the following indoor locations (s.386.2045, F.S.):
 - ◆ Customs Smoking Room – s. 386.205, F.S.
 - ◆ Private Residence – as defined in s. 386.203(1), F.S.
 - ◆ Stand-Alone Bar – as defined in s. 386.203(11), F.S.
 - ◆ Retail Tobacco Store – as defined in s. 386.203(8), F.S.
 - ◆ Designated Smoking Guest Rooms at Public Lodging Establishments – as defined in s. 386.203(4), F.S.
 - ◆ Smoking Cessation Program, Medical or Scientific Research – s. 386.204(5), F.S.
 - ◆ Membership Association – as defined in s. 386.203(13), F.S., and provided that noncommercial activities are performed by members of the membership association.

Key Points of the Law

- ❖ **Posting of signs; requiring policies** – The person in charge of an enclosed indoor workplace that prior to adoption of s.20, Art. X, Florida Constitution was required to post signs stating that smoking was permitted. Until July 1, 2005, must continue to post signs stating that smoking is NOT permitted in the enclosed indoor workplace (s. 386.206, F.S.).
 - ◆ The proprietor or other person in charge of an enclosed indoor workplace must develop and implement a policy regarding smoking prohibitions.

The following places are required to post signs if smoking is permitted:

 - ◆ A licensed stand-alone bar (at entrance),
 - ◆ A customs smoking room (airport in-transit lounge),
 - ◆ A smoking cessation program where tobacco smoking is an integral part of the cessation program approved by the Department of Health, and
 - ◆ Where scientific or medical research is being conducted and tobacco smoking is an integral part of the research.
- ❖ **Public announcement in mass transportation terminals** – Terminals of public transportation carries located in standard metropolitan statistical areas with populations over 230,000 are required to announce over public address systems every 30 minutes, in appropriate languages, that Florida is a clean indoor air state and that smoking is not allowed except in a customs smoking room in an in-transit lounge (s. 386.211, F.S.).
- ❖ **Smoking prohibiting near school property; penalty** – Smoking is prohibited for any person under 18 years of age in, on, or within 1,000 feet of the real property comprising a public or private elementary, middle, or secondary school. The law provides for penalties (s. 386.212, F.S.).

Administration & Enforcement

The Department of Health shall enforce the FCIAA in workplaces not regulated by the Department of Business and Professional Regulation.

22nd Century Technologies, Inc.

Contractor

Mark Burak

Name and Title of Certifying Representative

Mark Burak

Signature of Certifying Representative

6/27/2019

Date

CONFIDENTIALITY AGREEMENT

Department of Economic Opportunity (DEO) policy concerning safeguarding confidential information obtained from applicants, participants, employers and other sources is based on legislative direction and federal and state statutes and rules. These confidential records may include, but not limited to, personal identifying information of program applicants, recipients, or participants such as names, social security numbers, payroll information, employer information and resource and referral information, which are private and confidential under federal and state laws and rules, including 20 Code of Federal Regulations (CRF) 603.9, 45 CRF 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1) Florida Statutes (F.S.), and rule 73B-1, Florida Administrative Code (FAC).

Disclosure of this information, including information received electronically, by phone calls or other communication is protected by law. The **Contractor** shall not disclose or allow access to this information unless such action is required and necessary for the performance of official duties pursuant to any contract or agreement awarded to the **Contractor** by South Florida Workforce Investment Board (SFWIB).

In compliance with the requirements of 20 CFR 603.9(b)(v)(A), the **Contractor** agrees to instruct all personnel having access to any disclosed information about the confidentiality requirements of the information, the requirements of 20 CFR 603.9(b), 45 CFR 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1), F.S., the potential criminal charges individuals could face if convicted for the willful unauthorized use or disclosure of the information specified in sections 775.082 or 775.083, F.S.; agrees to store and process this information in such a way that unauthorized persons cannot view or obtain the information by any means; and agrees to dispose any confidential information obtained, and any copies thereof made by the **Contractor** or its employees or agents after the purpose for which the information is disclosed is served in accordance with the provisions of 20 CFR 603.9(b)(vi).

By signing this agreement, the **Contractor** agrees to abide by DEO, state and federal statutes, policies and rules described above, and SFWIB policies and procedures, and that the **Contractor** and any of its employees or agents will not release or disclose any confidential information while providing services for SFWIB.

Confidential Information Certificate

I have reviewed the foregoing and my signature below indicates I understand the requirements described above and accept responsibility for complying with it.

22nd Century Technologies, Inc
Company Name (type or print)

Mark Bural
Authorized Representative signature

6/27/2019
Date

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 Department of Economic Opportunity (Department or DEO) made available to my employer, for the limited purpose of performing its official public duties pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

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

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

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

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

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____



**DISCLOSURE AND CERTIFICATION OF
CONFLICT OF INTEREST IN A CONTRACT**

I, _____, a board member / an employee of the board (circle one) hereby disclose that:

I, myself / my employer / my business / my organization/ OR "Other" (describe) _____
(circle one or more) could benefit financially from the contract described below:

Local Workforce Development Board: South Florida Workforce Investment Board (SFWIB)

Contractor Name & Address: 22nd Century Technologies, Inc.

Contractor Contact Phone Number: 703-214-1117

Description or Nature of Contract: Workforce Services

Description of Financial Benefit*: N/A

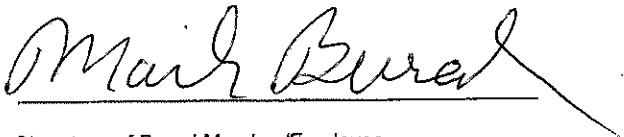
For purposes of the above contract the following disclosures are made:

The contractor's principals**/owners***: (check one)

have no relative who is a member of the board; OR

have a relative who is a member of the board, whose name is: _____

The contractor's principals**/owners*** is is not (check one) a member of the board. If applicable, the principal's/owner's name is:



Signature of Board Member/Employee

Mark Burak

Print Name

6/27/2019

Date

* "Benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member's relatives or business associate or to a board employee and such benefit is not remote or speculative.

** "Principal" means an owner or high-level management employee with decision-making authority. *** "Owner" means a person having any ownership interest in the contractor.

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S VOTING TO APPROVE THE CONTRACT; BOARD MEMBERS WHO BENEFIT FINANCIALLY OR WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM THE VOTE, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERCEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, F.S. OR SECTION 101(f), WIOA.

81952
PY'19-20
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT #1

THIS AMENDMENT #1, hereinafter referred to as the "AMENDMENT", entered into between **22nd Century Technologies, Inc.**, 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, 2019**. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2019 and expiring June 30, 2020 to provide recruiting and payroll services.

Article 3, Payment Terms, Bill Rates and Fees, is deleted in its entirety and replaced with the following language:

The SFWIB shall pay **TSCTI** for its services according to the rates set forth in **Exhibit A, Attachment 2, PY'19-20 Pay Rate Table and Exhibit A, Attachment 3, PY'19-20 Enhanced Benefits Table** attached hereto and incorporated herein, and according to the terms set forth below.

TSCTI shall invoice the SFWIB for services provided under this Agreement on a monthly basis unless otherwise agreed by the SFWIB and **TSCTI**. **TSCTI** shall submit invoices via electronic mail as follows:

- All invoices shall be submitted to the SFWIB's Finance Department at cssf_ap@careersourcesfl.com.

TSCTI shall submit a separate itemized invoice to the SFWIB for Assigned Employees who will partake in the approved SFWIB medical, dental and vision insurance plans. Said invoices shall designate the type of insurance, premiums, and plan coverage costs, per staff location.

The SFWIB shall pay all proper invoices within thirty (30) business days of receipt. Original invoices itemizing services rendered, per location, shall be supported by each properly authorized time sheet pertaining to payroll cycle worked by each of the Assigned Employees and an itemized Payroll Register, which includes wage payments, benefits, and withholdings for the payroll for which reimbursement is requested. If any portion of the invoice is disputed, the SFWIB shall pay the undisputed portion. A separate bi-weekly report will also be submitted by **TSCTI** indicating the charges incurred for staff payroll by location.

Assigned Employees are presumed to be non-exempt from laws requiring for overtime, holiday work, or weekend work. **TSCTI** will charge the SFWIB special rates for overtime only when an Assigned Employee's work on assignment to the SFWIB, viewed by itself, would legally require overtime pay and the SFWIB has authorized, directed, or allowed, in writing, the Assigned Employee to work such overtime. The SFWIB will be responsible for paying overtime wages when an Assigned Employee, authorized, directed or allowed by the SFWIB in writing, has worked more than forty (40) weekly hours (Monday to Sunday) for the SFWIB. The overtime bill rate is calculated at one and one-half (1.5) times of the regular bill rate.

- The Contractor shall not require employees to perform services to the SFWIB on holidays officially observed by Miami-Dade County (the "County"), unless such services are approved in writing by the SFWIB. If such services are required on official holidays observed by the County, the SFWIB will notify the Contractor in advance. Holidays shall be billed at the regular billing rates for the specified position. No additional allowances will be given for holidays worked.

- Holidays shall be billed at the regular billing rates for the specified position as set forth in **Exhibit A, Attachment 2, PY'19-20 Pay Rate Table**. No additional allowances will be given for Holidays worked.
- Overtime may be billed by the Contractor only if the overtime hours were previously approved in writing by the SFWIB and after the assigned employee has worked forty (40) hours in a calendar week.

The SFWIB, as a governmental entity, shall not be responsible for federal, state, and local taxes levied or assessed in connection with services performed by **TSCIT** under this Agreement.

Pricing Information		
Services	Mark-up Rate	Effective Date
Staffing Services	See Table Below	July 1, 2019 – June 30, 2020
Recruiting Services	See Table Below	July 1, 2019 – June 30, 2020

Group 1, Group 2, Group 3	Staffing Services		Recruiting Services
	ACA Benefits	Enhanced Benefits	
FICA	6.20%	6.20%	6.20%
MICA	1.45%	1.45%	1.45%
FUTA	0.60%	0.60%	0.60%
SUTA	0.23%	0.23%	0.23%
Workers Compensation	0.24%	0.24%	0.24%
Benefits	14.00%	16.00%	14.00%
Administrative Costs	5.28%	5.28%	7.28%
TOTAL	28%	30%	30%

SIGNATURES APPEAR ON THE FOLLOWING PAGE

SIGNATORY FORM

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURE FOR: **22nd Century Technologies, Inc.**
PROGRAM ENTITLED: **Staffing Services**
INDEX CODE: **81952**
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: Mark Buref 8/21/2019
Satvinder Singh
President
22nd Century Technologies, Inc. Date

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY: Rick Beasley 8/20/19
Rick Beasley
Executive Director
South Florida Workforce Investment Board Date

**81952
PY'19-20
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT #2

THIS AMENDMENT #2, hereinafter referred to as the "AMENDMENT", entered into between **22nd Century Technologies, Inc.**, 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, 2019**. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2019 and expiring June 30, 2020 to provide recruiting and payroll services.

Exhibit A, Statement of Work is replaced in its entirety with Exhibit A-1, Modified Statement of Work.

Attachment 1, PY'19-20 Job Descriptions, Exhibit A is replaced in its entirety with Attachment 1-A, Modified PY'19-20 Job Descriptions, Exhibit A-1.

Attachment 2, PY'19-20 Pay Rate Table, Exhibit A is replaced in its entirety with Attachment 2-A, Modified PY'19-20 Pay Rate Table, Exhibit A-1.


Attachment 3, PY'19-20 Enhanced Benefits Table, Exhibit A is replaced in its entirety with Attachment 3-A, Modified PY'19-20 Enhanced Benefits Table, Exhibit A-1.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

SIGNATORY FORM

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURE FOR: **22nd Century Technologies, Inc.**
PROGRAM ENTITLED: **Staffing Services**
INDEX CODE: **81952**
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:  _____ May 1st, 2020
Satvinder Singh
President
22nd Century Technologies, Inc. Date

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  _____ MAY 4, 2020
Rick Beasley
Executive Director
South Florida Workforce Investment Board Date