

STAFFING SERVICES AGREEMENT
Index Code 82070

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 a large scale emergency basis in the event Miami-Dade and/or Monroe Counties is given a federal disaster declaration and the United States Department of Agriculture (“**USDA**”) approves a Disaster Supplemental Nutrition Assistance Program (“**D-SNAP**”) on a short term or temporary 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, 2020**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2021**, 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 **Contractor** for its services according to the rates set forth in **Exhibit A, Attachment 2, Pay Rate Table** attached hereto and incorporated herein, and according to the terms set forth below.

- **Contractor** shall invoice the SFWIB for services provided under this Agreement on a weekly basis unless otherwise agreed by the SFWIB and **Contractor**. **Contractor** shall submit invoices via general delivery mail to the SFWIB’s Finance Department. The Contractor shall complete **Invoice, Exhibit C**. Original signed invoices will be supported by the **Daily Staffing Vendor Tracking and Reporting Form, Exhibit D**, for the Assigned Staff.

Contractor 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 **Contractor** 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. **Contractor** 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 B, Job Titles and Rates**. 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 **Contractor** under this Agreement.

**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 B | Job Titles and Rates |

| | | |
|----------------|----------|--|
| Exhibit | C | Invoice |
| | | Exhibit C-Attachment 1-Instructions for Exhibit C Invoice |
| Exhibit | D | Daily Staffing Vendor Tracking and Reporting Form |
| | | Exhibit D-Attachment 1-Instructions for Exhibit D Daily Staffing Vendor Tracking and Reporting Form |
| Exhibit | E | Personal Appearance Guidelines |
| Exhibit | F | Position Descriptions |
| Exhibit | G | Affirmation Statement |
| Exhibit | H | 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 SWFIB'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 SWFIB'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 **75** 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 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 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 H, 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 Contractor, will conduct a comprehensive criminal background check by accessing the Florida Department of Law Enforcement’s (“FDLE”) Volunteer and Employee Criminal History System (“VECHS”). Through the VECHS program, the FDLE and the Federal Bureau of Investigation (“FBI”) will provide state and national fingerprint based criminal history information on applicants.

The Contractor may contract directly with a vendor to provide Level 2 Background Screening services. The DCF shall provide the Originating Agency Identifier and Originating Agency Case numbers to use with any vendor not directly contracted through the DCF or the SFWIB.

All temporary employees’ background screening results shall be entered into the **Daily Temporary Staff Tracking and Reporting Form (Exhibit C)** and submitted to the DCF and the SFWIB on a daily basis.

The Contractor shall hire those persons whose background screening results are consistent with the Level 2 screening criteria outlined in section 435.04, Florida Statutes.

- i. The background screening conducted by the Contractor shall include, but not be limited to, employment history checks and statewide checks regarding criminal matters or any civil matters involving a financial crime through the FDLE, national criminal history records checks through the FBI, and may include local criminal records checks through local law enforcement agencies.
- ii. No persons hired may have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense prohibited under any of the provisions of section 435.04, Florida Statutes. In addition, no persons hired may have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense in Chapter 414, Florida Statutes, relating to public assistance fraud or Chapter 443, Florida Statutes, relating to unemployment compensation fraud, or any offense that constitutes domestic violence as defined in s. 741.278 Florida Statutes, whether such act was committed in this state or in another jurisdiction.

The Contractor shall advise the DCF and defer the decision to hire to the DCF, on a case-by-case basis, when an applicant's background screening shows offenses unrelated to theft, fraud or financial crime that are not expressly prohibited by section 435.04, Florida Statutes.

In the event that the Contractor would like to offer employment to a person whose background screening shows criminal history information that are not dismissed or nolle prosequi, the Contractor must submit the background screenings to the SFWIB for DCF's review of the criminal history information and employment application. The SFWIB shall notify the Contractor of DCF's decision on whether to allow an individual to work with the D-SNAP or not.

The Contractor shall be reimbursed for costs associated with the Level 2 Background Screenings conducted thirty (30) days prior to the request to initiate services or after the request to initiate services. To be reimbursed, the Contractor must submit the **Invoice For Food For Florida/Disaster SNAP Program, Exhibit C**.

**ARTICLE 75
DRUG AND ALCOHOL TESTING REQUIREMENT**

Upon request by the SFWIB, the Contractor shall provide proof of drug and alcohol testing to the SFWIB prior to the assignment of Contractor's employees with the SFWIB. The Contractor shall bear all costs associated with drug and alcohol testing.

**ARTICLE 76
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:

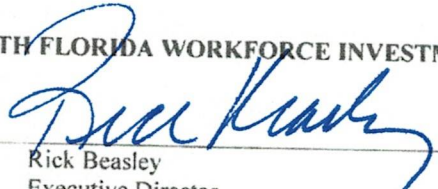
AUTHORIZED SIGNATURE FOR: **22nd Century Technologies, Inc.**
PROGRAM ENTITLED: **Staffing Services**
INDEX CODE: **82070**
CFDA: **FSET: 10.561**

BY: 

Satvinder Singh
President
22nd Century Technologies, Inc.

12/18/20
Date

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY: 

Rick Beasley
Executive Director
South Florida Workforce Investment Board

3/29/2021
Date

STATEMENT OF WORK

The **Contractor** does hereby agree to provide staffing services to the South Florida Workforce Investment Board (“SFWIB”) d/b/a CareerSource South Florida as described herein in compliance with the conditions herein stated:

1. INTRODUCTION

The SFWIB has selected the **Contractor** to provide staffing services for FOOD FOR FLORIDA, the State’s Disaster Supplemental Nutrition Assistance Program (D-SNAP) when a federal disaster declaration has been made and the United States Department of Agriculture approves Emergency Food Stamp Assistance Program in the area of Miami-Dade and/or Monroe County. This will assist the Department of Children and Families (“Department”) in providing food assistance benefits, in the most expeditious manner possible, to those individuals and families adversely affected by a disaster.

The **Contractor** shall recruit, screen, and hire temporary staff (hereinafter “Assigned Staff”) on an emergency short term basis or temporary basis to fill positions described herein.

The **Contractor’s** Assigned Staff shall be assigned to specific service sites to facilitate access to disaster SNAP applications and Electronic Benefits Transfer (EBT) cards to individuals and families adversely affected by the disaster within a specific time frame. The **Contractor** shall be known as the “Employer of Record”.

Due to the recent outbreak of Coronavirus-19, the Department will determine adjustments to the delivery of services prior to activation of the D-SNAP program.

2. SCOPE OF SERVICE

To provide staffing services to the State’s Disaster SNAP in Miami-Dade and/or Monroe County(ies).

3. GENERAL RESPONSIBILITIES AND TASKS

A. Task List

Throughout the term of this Agreement, the following tasks shall be performed:

1. Contractor shall:

- a. Immediately, or as soon as feasible, initiate recruiting, screening and hiring the numbers and types of staff required upon notification, verbally and/or in writing, by the SFWIB to initiate services.
- b. Designate a Representative to serve as the point of contact to the SFWIB for this agreement and for coordination with the Temporary Staffing Agency Coordinator for issue resolution regarding Assigned Staff.
- c. Hire staff based on the qualifications described in **Working Titles, Exhibit F**, and shall require all Assigned Staff to adhere to the **Personal Appearance Guidelines, Exhibit E**.
- d. Ensure that all applicants complete a Level 2 background screening and hire only those persons who pass the background screening consistent with the Level 2 screening requirements criteria outlined in section 435.04, Florida Statutes:
 - i. The background screening conducted by the **Contractor** shall include, but not be limited to, fingerprinting for statewide criminal checks through the Florida Department of Law Enforcement, and national criminal history records checks through the Federal Bureau

- of Investigation, and may include local criminal records checks through local law enforcement agencies.
- ii. Fingerprints must be submitted electronically to the Florida Department of Law Enforcement and a photograph of the applicant taken at the time the fingerprints are submitted.
 - iii. Maintains a list of all applicants that have submitted to the Level 2 background screening.
 - iv. No persons hired may have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense prohibited under any of the provisions of section 435.04, Florida Statutes. Nolo contendere means a plea where the defendant neither admits nor disputes a charge, serving as an alternative to a pleading of guilty or not guilty; Nolo contender is also referred to as a plea of no contest. In addition, no persons hired may have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense in Chapter 414, F.S., relating to public assistance fraud or Chapter 443, F.S., relating to unemployment compensation fraud, or any offense that constitutes domestic violence as defined in section 741.28, F.S., whether such act was committed in this state or in another jurisdiction.
- e. Defer to SFWIB the decision to hire on a case-by-case basis where the background screening for the potential candidate shows offenses unrelated to theft, fraud or financial crime that is not expressly prohibited by section 435.04, Florida Statutes.
 - f. Ensure all Assigned Staff remains on site at their designated D-SNAP site for the entire work day unless otherwise directed by their supervisor. Assigned Staff may be directed to work more or fewer than the assigned work hours as needed. In cases of emergencies, the Assigned Staff shall be relieved of duty. Contractor shall ensure that any persons failing to seek prior approval shall be terminated
 - g. The Contractor may contract directly with a vendor to provide Level 2 background screening services.
 - h. The Contractor will be reimbursed by the SFWIB for the costs incurred for any Level 2 background screening.
 - i. The Contractor will be provided with the Department's ORI and OCA numbers to use with any authorized vendor not directly contracted through the Department. This use of the ORI and OCA numbers is exclusively for D-SNAP.

B. Staffing Levels

The Contractor shall recruit, screen, hire, and maintain staffing levels as determined by the Department and otherwise notified by the SFWIB. The Staffing types are below:

- a. **Temporary Agency Staff Coordinator** – A minimum of one (1) Permanent Employee per Temporary Staffing Agency (This number may be adjusted upwards based on the number of temporary staff hired by the temporary agency. Any increase in this number must be approved by the Department.
- b. **Support Staff** (Line Control/Meeter-Greeter/Clip Board Distributor/General Labor/Shipper Batchter) - Staffing level to be determined by DCF.
- c. **Eligibility Worker** - Staffing level to be determined by DCF.
- d. **Staff Supervisor** – Staffing level to be determined by DCF. Not to exceed 10% of the number of staff actually hired as Support Staff and Eligibility Worker
- e. Notify the Department Site Manager or designee, of any staffing changes, and, on a daily basis, report on progress in meeting all tasks. Upon the Department's request, the Contractor will replace any staff not meeting the minimum performance standards outlined **Working Titles, Exhibit E.**
- f. The Contractor shall provide the complete level of service at the rates specified in **Section J., Method of Payment.** Assigned Staff will not receive any benefits from the Department such as vacation, sick, or maternity leave.
- g. Hire bilingual staff to meet the needs of each site. In so far as practical, at least **60.0%** of all Assigned Staff hired must be proficient in Spanish and at least **10.0%** of all Assigned Staff must be proficient in Creole. These percentages may be adjusted in order to meet the needs of

- each site.
- h. Ensure all Assigned Staff hired under this agreement are able to perform the essential functions of the job during all hours of operation at the assigned site, including weekends and holidays as required.
 - i. Ensure all Assigned Staff understand and agree to be re-assigned to different sites based on the needs of the Disaster SNAP.
 - j. The Assigned Staff referred by Contractor shall work at assigned service sites. Contractor shall control, direct and supervise the activities of any Assigned Staff that Contractor provides. Contractor shall assume responsibility for reviewing, examining and verifying the assignments and the performance of the Assigned Staff.
 - k. Pay Assigned Staff wages, withhold and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Staff.
 - l. Ensure that wages are paid at a rate of one and one-half times the Assigned Staff's regular hourly salary rate for all time that an Assigned Staff is required to work beyond forty (40) hours in a workweek in compliance with the Fair Labor Standards Act as set forth herein and in **Article 10 of the Agreement**. For the purposes of this agreement, all Assigned Staff who work over forty (40) hours in a seven (7) day period (which begins twenty-four (24) hours prior to the official opening of the site as determined by the Regional Director or designee) during the operation of the Disaster SNAP, shall be eligible for overtime pay at the overtime unit rate listed in **Job Titles and Rates, Exhibit B**. The Department and SFWIB's obligation to pay overtime is not contingent on the number of hours Assigned Staff may have worked during the week for the **Contractor** prior to beginning work for the Disaster SNAP. Likewise, the Assigned Staff shall be paid one and one-half times the hourly salary rate for all overtime hours invoiced to the SFWIB regardless of whether the hours worked for the Disaster SNAP may have crossed over two of the **Contractor's** pay periods.
 - m. Ensure that all Assigned Staff display a photo ID badge at all times. Persons failing to display the approved ID badge shall not be permitted on the work-site(s).

C. Training and Orientation

- a. Ensure all Assigned Staff report for duty twenty-four (24) hours prior to the designated site opening for training and orientation.
- b. The General Labor positions must be available to report for duty within twenty-four (24) to forty-eight (48) hours after the Department's notification to initiate services, up to five (5) days before the site opening and two (2) days after site closure. The General Labor position is not required to attend the full day training and orientation session.
- c. The Temporary Agency Staff Coordinator shall ensure staff completes the training and orientation provided by the Department prior to starting D-SNAP work. Each Temporary Agency Staff Coordinator shall be provided copies of the orientation sign in sheets and are required to compile a list of their staff that have completed the training and orientation and the number of hours worked.

D. Meals

- a. The Department will provide breakfast, lunch, dinner and two snacks to all Assigned Staff. Meal breaks will be counted as time worked.
- b. The Contractor shall ensure that Assigned Staff limit their meal breaks to 30 minutes; snack breaks shall be limited to 15 minutes. The Supervisors shall ensure that each area is adequately staffed before releasing Assigned staff for meals and breaks.

E. Forms

1. **Job Titles and Rates, Exhibit B** – Contractor shall be reimbursed for the unit rates incorporated in this document. All unit rates include the employees' salary, applicable employment taxes and benefits, background screenings, administrative fees charged by any temporary agency, use allowances for buildings, information technology hardware and other office equipment.
2. **Invoice for Food for Florida/Disaster SNAP Program, Exhibit C** – Contractor must complete and submit to SFWIB with supporting documentation for reimbursement.

3. **Daily Staffing Vendor Tracking and Reporting Form, Exhibit D** - Completed by each Temporary Agency Staff Coordinator.
 - i. The form shall be submitted to the Department's Site Manager by close of business two days prior to the site opening, upon operation of the site by close of business each day, and at the conclusion of the site operation for written approval by the Department Site Manager or designee.
 - ii. The information entered onto the form shall be maintained in an Excel format by the Temporary Agency Staff Coordinator.
 - iii. Assigned Staff are required to sign in and out on a daily basis. The Temporary Agency Staff Coordinator will submit copies of the sign in sheets to the DCF site manager or designee on a daily basis.
 - iv. Temporary Staff Agency Coordinator may modify the form to add additional columns to track additional information as deemed necessary by the Contractor.

The form must contain the following information for each temporary agency staff:

1. Last Name
 2. First Name
 3. Date of Birth
 4. Social Security Number
 5. Status of Background Screening Results
 6. Phone Number
 7. Bi-Lingual Info
 8. Staffing Agency
 9. Job Title
 10. Staff Hourly Rate
 11. Staff Overtime Rate
 12. Agency Bill Rate
 13. Agency Overtime Bill Rate
- v. **Daily Staffing Vendor Tracking and Reporting Form**, may be modified to serve as the time sheet provided Contractor is consistent in the use of this form throughout the period of Disaster SNAP activity.

4. **Personal Appearance Guidelines, Exhibit E** – Contractor will uphold standards established by DCF.
5. **Working Titles, Exhibit F** - Assigned Staff shall be hired based on the qualifications required for the position and will be expected to perform each of the duties as described.
6. **Affirmation Statement, Exhibit G** - Assigned Staff are required to this form which affirms that they will not disclose any confidential information. All original Affirmation Statement forms shall be submitted to the SFWIB along with a spreadsheet indicating the names of staff that have signed affirmations. The **Contractor** shall submit a certification that all Assigned Staff have completed the Affirmation Statement.

2. **SFWIB shall:**

- a. Provide on-site administrative oversight and support to the Contractor and DCF.
- b. Inform, verbally and/or in writing, the **Contractor** the number and locations of the Disaster SNAP service sites and the number of employees required.
- c. Inform the Contractor, verbally and/or in writing, of any increase or decrease to the staffing levels. The staffing levels will be determined by DCF based on the nature and extent of the declared emergency.

F. Records and Documentation

1. The Contractor shall submit a **Daily Temporary Staff Tracking and Reporting Form, Exhibit D** at multiple stages of the D-SNAP program.
2. The Temporary Agency Staff Coordinator is responsible for the completion of the **Daily Temporary Staff Tracking and Reporting Form**. The form shall be updated and maintained in an Excel format.
 - a. During the initial stage of D-SNAP program, Contractor shall ensure that the **Daily Temporary Staff Tracking and Reporting Form** is completed by each Temporary Agency Staff Coordinator and is submitted electronically to SFWIB by close of business two days **prior** to the site opening.
 - b. Upon operation of the D-SNAP program, Contractor the **Daily Temporary Staff Tracking and Reporting Form, Exhibit C** is completed at each site and is submitted to the DCF's Site Manager by close of business each day.
 - c. On the final day of the D-SNAP, the **Personal Appearance Guidelines, Exhibit E** must be updated with the final hours worked and submitted to SFWIB.
3. The **Temporary Agency Staff Coordinator** is responsible for ensuring that each Assigned Staff, at a minimum, sign-in and out on a daily basis. Sign in sheets must be maintained and copies submitted with the invoice to validate that the Assigned Staff was in attendance.
4. The **Temporary Agency Staff Coordinator** is responsible for ensuring that each Assigned Staff's time is recorded in accordance with Contractor's timekeeping protocol.
 - a. All timesheets must be signed either electronically or manually, depending on the Contractor's method of timekeeping.
 - b. The Temporary Agency Staff Coordinator must certify that the hours entered for each temporary agency staff are true, complete and accurate.
5. The Temporary Agency Staff Coordinator shall work with the Department's Site Manager or designee to reconcile any discrepancies.
6. The Temporary Agency Staff Coordinator shall use an encrypted flash drive to maintain a back-up of all electronic files on a daily basis.
7. Updates on the number of temporary staff working at the D-SNAP site shall be given to the Department's Site Manager at the frequency requested.
8. The Temporary Agency Staff Coordinator shall ensure all required supporting documentation is submitted to the SFWIB:
 - a. An electronic copy of the final **Daily Staffing Vendor Tracking and Reporting Form, Exhibit D**.
 - b. Sign in sheets and copies of all timesheets) at the time of invoice submission **Invoice for Food for Florida/Disaster SNAP Program, Exhibit C**
 - c. Only Level 2 background screenings conducted 30 days prior to the request to initiate services of after the request to initiate services will be reimbursed.
9. The final **Daily Staffing Vendor Tracking and Reporting Form, Exhibit C**, sign-in sheets and timesheets must be reconciled with the invoice prior to submission to the SFWIB for payment. Timesheets and Tracking Reports must be sorted alphabetically by last name and organized by site and Staffing Vendor. An invoice will not be processed and will be returned to the Contractor for correction if discrepancies exist.

G. Deliverables

1. Service Units shall consist of labor hours providing staff augmentation services from qualified staff according to the Department's specifications and standards at the hourly rate(s) specified in **Section K., Method of Payment**. Hours worked will be for the purposes of completing the services described in this SOW and the essential functions of all services required by the temporary agency staff's designated job. A description of the responsibilities associated with each position is set forth in **Working Titles, Exhibit F**.

H. Minimum Performance Standards for the Acceptance of Deliverables

1. The Contractor shall ensure that a minimum of one (1) Temporary Agency Staffing Coordinator for each temporary agency is on site each day that the Food For Florida D-SNAP program is open to the public. Financial consequences of 25% of Contractor's total "mark-up" will be deducted from the invoice for each day that there was not at least one (1) Temporary Agency Staffing Coordinator on site.
2. The Department determines the minimum service levels required for staffing the Food For Florida D-

SNAP. Due to the unprecedented level of temporary staff required to meet the needs of the Disaster Relief Efforts in Miami-Dade County, there are no financial consequences for failing to meet the service level requirements for Support Staff, Eligibility Workers and Supervisors.

3. Completed timesheets shall provide evidence of the completion of deliverables.
4. Each unit of service billed to the SFWIB must be reconciled with the Daily Temporary Tracking and Reporting Form and timesheets.
5. All requests for payment of deliverables that do not reconcile with The Daily Temporary Tracking and Reporting Form will be rejected.
6. The Contractor shall work with the Department to ensure the reliability of data collected through established reporting formats appropriate to the program.

I. Quality of Deliverables and Department Review

The Contractor shall, and the SFWIB and the Department may, verify that the hours assessed against the Department were legitimately used for State purposes. The agreement will be complete when the SFWIB determines that all staff augmentation support needed has been delivered by the Contractor or when the SFWIB has determined the services are no longer needed. The Contractor shall consent and warrant that the services provided for shall be performed diligently in a skillful and workmanlike manner and the services and deliverables shall comply with any specifications and standards provided by the SFWIB or the Department at the time a work assignment is made. The SFWIB or the Department may make inspections or conduct testing to determine that the services are properly performed. Such inspections and tests may be held at any reasonable time and the Contractor shall give assistance in carrying out such inspections and tests.

J. Method of Payment

1. This is a combination fixed rate and cost-reimbursement contract.
2. On a fixed rate basis, the SFWIB will reimburse the Contractor at the designated unit rate for each temporary agency staff position requested by the SFWIB. The SFWIB will pay the Contractor for the delivery of service units provided in accordance with the terms and conditions of the Agreement and this SOW at the rates outlined in Section M, Service Units and Rates.
3. On a cost-reimbursement basis, the Department will reimburse the Provider for the actual costs incurred for any Level 2 Background Screenings that were procured directly by the Provider or its subcontractors.
 - a. Costs associated with acquiring Level 2 Background Screenings will first be paid by the Contractor. The Contractor will submit invoices for eligible costs to the SFWIB for reimbursement.
 - b. The Contractor is required to submit the itemized invoice from the Background Screening Vendor (which includes the names of the individuals who were screened), and proof of payment to the Vendor.

K. Service Units and Rates

1. The Contractor will be paid for the following service units at the unit rates listed on Exhibit B, Job Titles and Rates. All unit rates are inclusive of the Assigned Staff's salary, applicable employment taxes and benefits, administrative fees charged, travel, use allowances for building, information technology hardware and other office equipment and any other expenses incurred by the Contractor or its subcontractors.

L. Invoice Requirements

1. Upon submission and approval of a properly completed **Invoice, Exhibit C**, and supporting documentation, the Contractor will be paid at the Unit Rates listed on **Job Titles and Rates, Exhibit B**. The Contractor shall request payment within thirty (30) calendar days following completion of the unit of service for which payment is being requested.
2. The Contractor must provide the SFWIB with all required supporting invoice documentation (an electronic copy of the Summary and/or Final Daily Temporary Staff Tracking and Reporting Form, sign in sheets and/or copies of all timesheets and the Attestation Statement) at the time of invoice submission.
 - a. Timesheets and Tracking Reports must be sorted alphabetically by position type, last name and organized by site and temporary staffing agency.
 - b. The Summary and/or Final Daily Temporary Staff Tracking and Reporting Form, sign-in sheets and timesheets must be reconciled with the invoice prior to submission to the SFWIB for payment. An

invoice will not be processed by the Department and will be returned to the Contractor for correction if discrepancies exist.

- c. The Attestation Statements must be sorted alphabetically. All employees of a specific agency must be grouped together.
 - d. In order to be reimbursed for the actual costs incurred for any Level 2 Background Screenings that were procured directly by the Contractor, the Contractor must submit the itemized invoice from the Background Screening Vendor (which includes the names of the individuals who were screened), and proof of payment to the Vendor.
3. The Contractor shall maintain records documenting the services provided and the date(s) that the services were provided so that an audit trail documenting service provision can be maintained. These records shall be maintained for a period of six (6) years.

M. Fair Labor Standards Act

1. The Contractor shall ensure that wages are paid at a rate of one and one-half times the temporary agency staff's regular hourly wage rate for all time that an employee is required to work beyond forty (40) hours in a workweek in compliance with the Fair Labor Standards Act. For the purposes of the Food for Florida D-SNAP, all temporary agency staff who work over forty (40) hours during the operation of the D-SNAP, shall be eligible for overtime pay at the overtime unit rate listed on **Job Titles and Rates, Exhibit B**. The SFWIB's obligation to pay overtime is not contingent on the number of hours an employee of a temporary staffing agency may have worked during the week for the temporary staffing agency prior to beginning work for the D-SNAP.

N. Performance Measures And Financial Consequences

Performance Expectations of Temporary Agency Staff

1. The Contractor shall ensure that all Assigned Staff, in all positions, arrive and work as scheduled and directed by Department staff. The Contractor shall also ensure that all Assigned Staff conduct themselves in a professional manner, maintain strict confidentiality of sensitive data, adhere to the **Personal Appearance Guidelines, Exhibit E**, satisfactorily perform their job duties and meet the expectations described in Personal Appearance Guidelines, Exhibit E, Position Descriptions, Exhibit F, and Affirmation Statement, Exhibit G. Assigned Staff not meeting expectations may be warned, reassigned to another position type or terminated at the discretion of the Department.

O. Emergency Preparedness Planning

1. Within 60 days following the completion of service delivery related to the Disaster SNAP in Miami-Dade or Monroe County, the SFWIB and the **Contractor** will meet to debrief. Such debriefing will include recommendations to improve the efficiency and effectiveness of the operation of the Disaster SNAP.
2. Prior to May 1st of each year, the SFWIB and the **Contractor** will meet to discuss any procedural changes for the upcoming season.

Job Titles and Rates

Payment to the **Contractor** shall be based upon the service units quoted to the SFWIB, which is below and incorporated herein by reference as if fully set forth herein, and according to the terms of the Agreement.

All unit rates include the Assigned employee's salary, applicable employment taxes and benefits, administrative fees, and other costs for information technology hardware and office equipment.

Name of Contractor: 22nd Century Technologies, Inc.

| SERVICE UNIT | Hourly Salary Rate | Temp Agency Charges | Unit Rate | Overtime Rate | Temp Agency Charges | Overtime Unit Rate |
|---|--------------------|---------------------|-----------|---------------|---------------------|--------------------|
| One hour of Temporary Agency Staff Coordinator Services | \$25.00 | \$7.00 | \$32.00 | \$37.50 | \$10.13 | \$47.63 |
| One hour of Support Staff Services Support Service Staff (Line Control/Meeter/Greeter/Clip Board Assembler/Distributor/General Labor/Driver/Parking Lot Attendant/Shipper/Batcher Services) | \$15.00 | \$4.20 | \$19.20 | \$22.50 | \$6.08 | \$28.58 |
| One hour of Eligibility Worker/ POS Worker Services | \$15.00 | \$4.20 | \$19.20 | \$22.50 | \$6.08 | \$28.58 |
| One hour of Eligibility Worker Supervisor Services | \$20.00 | \$5.60 | \$25.60 | \$30.00 | \$8.10 | \$38.10 |

The overtime rate will be calculated by multiplying the unit rate by 1.5. The employee shall be paid at the rate of one and one half times the hourly salary rate for all overtime hours invoiced to the SFWIB. Only Level 2 Background Screenings conducted 30 days prior to the request to initiate services or after the request to initiate services will be reimbursed.

Exhibit C

INVOICE FOR FOOD FOR FLORIDA/DISASTER SNAP PROGRAM

Contractor's Name:

MONTH/YEAR OF:

PROGRAM: **FOOD FOR FLORIDA/DISASTER SNAP PROGRAM**

FEDERAL ID #:

ADDRESS (Number, City, State, Zip):

SITE LOCATION:

STRAIGHT TIME PAYMENT CALCULATOR

| Contracted Positions | Total Number of Straight Time Hours Worked | Hourly Salary Rate | Straight Time Staffing Vendor Fees | Not Applicable | Straight Time Unit Rate <small>This should equal Exhibit A</small> | Total Straight Time Payment to Assigned Staff | Total Straight Time Staffing Vendor Fees | Total Straight Time PAYMENT to Staffing Vendor | Not Applicable | Straight Time AMOUNT DUE |
|----------------------|--|-------------------------------|------------------------------------|----------------|---|---|--|--|----------------|--------------------------|
| | <small>Based on Exhibit C</small> | <small>From Exhibit A</small> | | | <small>Col 3+4</small> | <small>Col 2 x 3</small> | <small>Col 2 x 4</small> | <small>Col 7 + 8</small> | | <small>Col 2 X 6</small> |
| | 1 | 2 | 3 | 4 | 6 | 7 | 8 | 9 | | 11 |

STRAIGHT TIME

| | | | | | | | | | | |
|------------------------------------|--|----------|--|--|--|--------|--------|--------|--|----------|
| Temporary Agency Staff Coordinator | | \$ 25.00 | | | | \$ - | \$ - | \$ - | | \$ - |
| Supervisor Services | | \$ 20.00 | | | | \$ - | \$ - | \$ - | | \$ - |
| Staff Support Services | | \$ 15.00 | | | | \$ - | \$ - | \$ - | | \$ - |
| Eligibility Worker Services | | \$ 15.00 | | | | \$ - | \$ - | \$ - | | \$ - |
| | | | | | | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| | | | | | | | | | | SubTotal |

OVERTIME PAYMENT CALCULATOR

| Contracted Positions | Total Number of Overtime Hours Worked | Hourly Overtime Salary Rate | Overtime Staffing Vendor Fees | Not Applicable | Overtime Unit Rate <small>This should equal Exhibit A</small> | Total Overtime Payment to EMPLOYEES | Total Overtime Staffing Vendor Fees | Total Overtime PAYMENT to Staffing Vendor | Not Applicable | Overtime AMOUNT DUE |
|----------------------|---------------------------------------|-------------------------------|-------------------------------|----------------|--|-------------------------------------|-------------------------------------|---|----------------|--------------------------|
| | <small>Based on Exhibit C</small> | <small>From Exhibit A</small> | | | <small>Col 3+4</small> | <small>Col 2 x 3</small> | <small>Col 2 x 4</small> | <small>Col 7 + 8</small> | | <small>Col 2 X 6</small> |
| | 1 | 2 | 3 | 4 | 6 | 7 | 8 | 9 | | 11 |

OVERTIME

| | | | | | | | | | | |
|------------------------------------|--|---------|--|--|--|------|------|------|--|----------|
| Temporary Agency Staff Coordinator | | \$37.50 | | | | \$ - | \$ - | \$ - | | \$ - |
| Supervisor Services | | \$22.50 | | | | \$ - | \$ - | \$ - | | \$ - |
| Staff Support Services | | \$18.00 | | | | \$ - | \$ - | \$ - | | \$ - |
| Eligibility Worker Services | | \$18.00 | | | | \$ - | \$ - | \$ - | | \$ - |
| | | | | | | \$ - | \$ - | \$ - | | \$ - |
| | | | | | | | | | | SubTotal |

| | Number of Units | Rate | AMOUNT DUE <small>Col 2 x 3</small> |
|------------------------------|-----------------|------|--|
| Level 2 Background Screening | | | \$0.00 |
| | | | SubTotal |

| | |
|----------------------------------|--------|
| TOTAL Payment to Staffing Vendor | \$0.00 |
|----------------------------------|--------|

| | |
|--------|------------------|
| \$0.00 | TOTAL DUE |
|--------|------------------|

CERTIFICATION & APPROVAL

I certify the above to be accurate and in agreement with this agency's records and with the terms of this agency's contract with the SFWIB.

Authorized Signature _____

Date _____

Title _____

INSTRUCTIONS FOR EXHIBIT C INVOICE

Column 1: Name of Staffing Vendor:

1. Proof of Level 2 Background Screenings (including name of individual, date screened, screening results and whether or not the individual was hired) for each unit charged must be submitted along with the invoice.

Column 2: Insert the TOTAL number of **Straight Time** and **Overtime** hours worked per position. Add up the total amount of Straight Time hours worked by every assigned staff for each position. This should correspond to the final cumulative Straight Time hours and Overtime hours per position indicated on the final *electronic* **Daily Staffing Vendor Tracking and Reporting Form, Exhibit C**, which was completed to track the number of hours worked in each position at each Site.

Column 3: This is pre-populated on the invoice.

Column 4: Enter the amounts from the Pay Rate Table submitted to the SFWIB.

Column 5: Not Applicable

Column 6: Add Columns 3 and 4 (formula is already inserted).

Column 7: Multiply Column 2 times Column 3 (formula is already inserted).

Column 8: Multiply Column 2 times Column 4 (formula is already inserted).

Column 9: Add Columns 7 and 8 (formula is already inserted).

Column 10: Not Applicable

Column 11: Multiply Column 2 times Column 6 (formula is already inserted)

Once Column 4 is pre-populated from the Pay Rate Table, the invoice will automatically calculate the payment amounts once the number of hours are entered into Column 2.

Staffing Vendor Signature: Enter authorized signature, date and title

INSTRUCTIONS FOR EXHIBIT D

Daily Staffing Vendor Tracking & Reporting Form

Item 1: Fill in the Name of the Disaster SNAP Site

Item 2: Type in STAFFING VENDOR's NAME

Item 3: Fill in the name of the person completing the form

Item 4: Fill in the date of service

Item 5: Signature of the DCF Staff approving the hours and the date approved

Column A: Fill in the name of each Assigned Staff, last name first. This is a cumulative list. DO NOT remove names from this list, even if they are no longer working with the Disaster SNAP. The names should be sorted alphabetically by last name.

Column B: Fill in the ***last four (4) digits*** of the Social Security Number of the Assigned Staff, except for the final electronic Daily Temporary Staff Tracking and Reporting Form. This final electronic form must be submitted with the invoice and must contain the ***last four (4) digits*** of the Social Security Number for each Assigned Staff.

Column C: Fill in the Job Title. Please use the same designation for the same position so that it can be sorted by Excel. See Legend at top of form.

Column D: This column is completed on the first day of service. The information should be reflected on each subsequent day's log.

Column E: Insert the number of hours worked for each Assigned Staff for this day ONLY.

Column F: This number is reflective of the total number of *straight time* hours worked since beginning employment for the Disaster SNAP. This number can NEVER go above 40 and is reflective of the cumulative number of hours worked, exclusive of overtime hours.

Column G: This number is reflective of the total number of *overtime* hours worked after working 40 hours of straight time. *Example: On day 4, if the employee has worked 12 hours per day then Column E will indicate 12; Column F will indicate 40; and Column G will indicate 8.*

Column H: Utilized for any additional comments.

The **FINAL STAFFING VENDOR TRACKING & REPORTING FORM** shall be comprised of the same cumulative information submitted to the site manager on the final day of service; however this document shall be submitted to the SFWIB in an ***electronic*** Excel spreadsheet. This form **MUST** contain the ***last four (4) digits*** of the Social Security Number of each Assigned Staff. This will enable verification of subtotals of straight time and overtime hours per position invoiced on Exhibit B and will be utilized as supporting documentation for the invoicing.

Personal Appearance Guidelines For Disaster Food Stamp Program

Employees shall dress in business attire that is consistent with the type of work to be performed. Employees are not prohibited from wearing current and/or trendy clothing, hairstyles, facial hair or jewelry. However, at all times, employees' dress and personal appearance must be neat and clean. Although the Department recognizes cultural diversity with respect to jewelry, tattoos, hair and clothing styles, employees must maintain a professional appearance. Jewelry that is a distraction and/or inappropriate for the work setting may be prohibited. Tattoos shall be covered, to the extent possible.

Due to the nature of the Disaster Food Stamp Program, the following dress may be allowed:

- T-shirts, Casual shirts and blouses
- Casual pants, slacks, Capris or shorts
- Jeans (must be without holes, stains or tears)
- Closed shoes and well maintained athletic shoes
- Baseball caps or hats

The following should never be worn while on duty by either men or women:

- Sweat pants or leggings
- Flip-flops, house/bedroom slippers or excessively worn athletic shoes
- Sweatshirts, undershirts, tank tops or midriff tops
- Clothing or hats with sayings offensive that would be offensive to a reasonable person
- Revealing or transparent clothing

Working Title: TEMPORARY AGENCY STAFF COORDINATOR

The on-site Temporary Agency Staff Coordinator will report to the Temporary Staffing Agency and will supervise the temporary agency staff at the Food for Florida site to ensure that contract requirements are met. This is a highly responsible position that is responsible for tracking and maintaining time and attendance records and ensuring that the invoice amounts directly correspond to the Temporary Staff Tracking and Reporting Form.

The individual in this position may be required to work non-traditional work hours. This individual will be expected to report to work timely and complete their assigned shift hours or provide advanced notice to their immediate supervisor and a DCF contact for the FFF site. Due to the nature of a Food for Florida operation, the individual must be willing and able to immediately adapt to the work requirements of this position.

RESPONSIBILITIES

1. Day-to-day personnel responsibilities for the temporary agency staff
2. Responsible for maintaining the time and attendance records of all temporary staff agency employees
3. Responsible for hiring and terminating temporary agency staff as directed
4. Coordinate with the incident reporting authority on site concerning any accidents or injuries claimed by temporary agency staff as well as any incident in which temporary agency staff may be involved
5. Elevate any problems or issues to the DCF Site Manager or Area Manager
6. Ensure that all temporary agency staff adhere to DCF required work hours and appropriate dress code
7. Responsible for personnel daily tracking and reporting and reporting to DCF and final reporting at the completion of the Food For Florida program.
7. Other duties as requested

KNOWLEDGE /SKILLS/ABILITIES

- Speaking – talk to others to effectively convey information
- Writing – communicates effectively with others
- Judgement and Decision Making – weighing the relative costs and benefits of a potential action
- Coordination – adjusts actions in relation to others' actions
- Management of Personnel Resources – motivate, develop, and direct people as they work, identifying the best people for the job
- Social Perceptiveness – being aware of others' reactions and understanding why they react the way they do
- Information Gathering – know how to find information and identifying essential information
- System Evaluation – look at many indicators of a system performance, taking into account their accuracy
- Critical Thinking – Use logic and analysis to identify the strengths and weaknesses of different approaches
- Identification of Key Causes – identify things that must change in order to achieve a goal
- Active Learning – work with new material or information to grasp its implications; ability to apply policy
- Active Listening – listening to what other people are saying and asking questions as appropriate
- Customer and Personal Service – knowledge of principles and processes for providing customer and personal services
- Administration and Management – knowledge of principles and practices involved in planning, coordination, and execution
- Idea Evaluation – evaluate the likely success of an idea in relation to the demands of the situation

- Mathematics – knowledge of basic arithmetic
- General Skills:
 - Ability to follow verbal and written instructions
 - Ability to deal effectively in high-stress situations
 - Ability to endure a 12-15 hour workday

Working Title: SUPERVISOR

The incumbent in this position reports to the Department of Children and Families Site Manager (Area Manager in a large location). They are responsible for supervising staff to organize and maintain orderly customer experiences throughout the D-SNAP location. Positions that they may supervise include: line control staff, meeter/greeters, general labor, eligibility workers and shipper batchers.

The individual in this position may be required to work non-traditional work hours. This individual will be expected to report to work timely and complete their assigned shift hours or provide advanced notice to their immediate supervisor and a DCF contact for the FFF site. Due to the nature of a Food for Florida operation, the individual must be willing and able to immediately adapt to the work requirements of this position.

RESPONSIBILITIES:

1. Ensures coverage of all functions throughout the day accounting for breaks and lunch hours.
2. Ensures that the line of people waiting for Food for Florida services moves quickly and without incident
3. Ensures procedures are in place for picking people up who have special needs from the parking area
4. Ensures the Meeter/Greeters provide clipboards and answer questions to applicants so paperwork can be completed as quickly and easily as possible
5. Ensure clip board assemblers have necessary supplies to replenish clipboards throughout the day
6. Supervise line control staff located at various strategic points from entry to exit
7. Supervises eligibility workers and shipper batchers and ensures that applications are processed appropriately
8. Continually evaluates the physical environment and assigns tasks to Support Staff to ensure that customers are safe and comfortable
9. Continually evaluates the effectiveness of the line movement and make necessary adjustments as needed
10. Notify the DCF Site Manager or Area Manager of personnel, customer, security or other issues in a timely manner and the temporary staff agency representative
11. Other duties as requested

KNOWLEDGE /SKILLS/ABILITIES

- Speaking – talk to others to effectively convey information
- Writing – communicates effectively with others
- Judgement and Decision Making – weighing the relative costs and benefits of a potential action
- Coordination – adjusts actions in relation to others' actions
- Management of Personnel Resources – motivate, develop, and direct people as they work, identifying the best people for the job
- Social Perceptiveness – being aware of others' reactions and understanding why they react the way they do
- Information Gathering – know how to find information and identifying essential information
- Problem Identification – identify the nature of problems
- Critical Thinking – Use logic and analysis to identify the strengths and weaknesses of different approaches
- Identification of Key Causes – identify things that must change in order to achieve a goal
- Active Listening – listening to what other people are saying and asking questions as appropriate

- Customer and Personal Service – knowledge of principles and processes for providing customer and personal services
- Administration and Management – knowledge of principles and practices involved in planning, coordination, and execution
- Idea Evaluation – evaluate the likely success of an idea in relation to the demands of the situation
- Visioning – develop an image of how a system should work under ideal conditions
- General Skills:
 - Ability to follow verbal and written instructions
 - Ability to deal effectively in high-stress situations
 - Ability to endure a 12-15 hour workday and be on their feet most of the time

Working Title: SUPPORT STAFF

This position reports to the Supervisor. Support Staff have several duties or functions including: line control; meeting/greeting and providing information and instructions to customers; loading the clipboards and assembling required documents and/or distribution of clip boards loaded with application forms; assisting in maintaining the physical site to ensure orderly and efficient customer experiences.

The individual in this position may be required to work non-traditional work hours. This individual will be expected to report to work timely and complete their assigned shift hours or provide advanced notice to their immediate supervisor. Due to the nature of a Food for Florida operation, the individual must be willing and able to immediately adapt to the work requirements of this position.

RESPONSIBILITIES

1. Greet applicants at various strategic points from entry to exit and direct applicants through the line and maintain line organization and control.
2. Distribute pens and clipboards to applicants
3. Walk through the line giving instructions and offering assistance as needed and maintain estimated number of applicants in line and/or critical areas.
4. Identify and direct applicants who need special assistance
5. Inform applicants of how the application process works and approximate time involved.
6. Ensure the application is complete and legible and that the applicant has signed the application
7. Pre-screen and triage applicants; verify applicant pre-registration and direct to the appropriate area if an alert is received
8. Direct applicants to the next step in the process.
9. Identify potential crisis situations/individuals.
10. Maintain a constant supply of clipboards, applications and pens
11. Load the clipboards with applications and pens ensuring supplies in all languages
12. Ensure that loaded clipboards are available and distribute clipboards to strategic places in the line for Meeter/Greeters to provide to applicants
13. Retrieve clipboards from the tents and other drop off points
14. Sets up the tables and chairs at the site
15. Responsible for emptying trash cans into the dumpster during the day
16. Responsible for site clean-up throughout the day

17. Responsible for general maintenance at the site
18. Responsible for removing tables and chairs and loading equipment
19. Carries equipment and other supplies as needed to and from storage and work areas
20. Responsible for various other duties depending on type of site location
21. Assisting with distribution of ice and water
22. Transports supplies as directed
23. Other duties as requested

KNOWLEDGE/SKILLS/ABILITIES:

- Individuals in this position must be able to communicate effectively
- Follow verbal and written instructions in English
- Must be able to deal effectively in high-stress situations
- Must be able to endure a 12-15 hour workday
- Ability to stand for long periods of time

Working Title: ELIGIBILITY WORKER

This is a highly responsible position that reports to the Supervisor. The individual will be expected to complete the eligibility portion of the application process by reviewing the Food for Florida application with the applicant and completing the budget worksheet portion of the application; and may be asked to be responsible for collecting, counting, batching, tracking, reporting and shipping all documents, as well as maintain all lost and found items.

The individual in this position may be required to work non-traditional work hours. This individual will be expected to report to work timely and complete their assigned shift hours or provide advanced notice to their immediate supervisor. Due to the nature of a Food for Florida operation, the individual must be willing and able to immediately adapt to the work requirements of this position.

RESPONSIBILITIES:

1. Interview applicant and evaluate the household's eligibility requirements
2. Verify the identity of the applicant; check applicant's identity by viewing Driver's License or Florida ID card
3. Ensure application is complete, legible and properly filled out by completing the following steps:
 - Check for complete and legible mailing address on application.
 - Ensure that applicant has listed himself or herself in part A, Household Member section.
 - Check for First Name, Last Name and Date of Birth for each household member listed.
 - Check for Applicant Signature and Date on application.
 - If an authorized representative is applying for others, ensure Part C of application is complete with Authorized Representative Name and Signature. Authorized Rep must also have ID of person for whom they are applying.
4. Complete calculations in the budget worksheet portion of the paper application and sign
5. Complete denial notice for ineligible.
6. Direct the applicant with their application to the EBT worker if approved.
7. If an alert is received, direct applicant to Customer Service Representative (troubleshooter) to resolve the issue
8. Collect ALL applications (approved, denied, incomplete, blank).
9. Place applications and denial notices in appropriate box for processing. These will be collected by the Shipper/Batcher
10. Elevate applicant issues to the Supervisor
11. Collect paper applications throughout the day from Eligibility Screeners, EBT workers, Program Integrity workers, and Customer Service Representatives.
12. Batch documents in groups of 50 and keep a running count of approvals and denials
13. Place batches in shipping boxes and label boxes
14. Maintain tracking spreadsheet
15. Have boxes ready for courier pick-up according to schedule each day
16. Identify potential problems within the process and communicates workflow issues to the supervisor
17. Maintains lost and found items
18. Other duties as requested.

KNOWLEDGE/SKILLS/ABILITIES

- Basic Computer skills; Knowledge of Basic Arithmetic
- Ability to work with a diverse range of people and communicate effectively
- Ability to keep records and maintain a spreadsheet; Microsoft Excel experience
- Ability to conduct fact-finding interview to identify needs
- Ability to appropriately conduct a high volume of interviews
- Ability to accurately prepare documents and forms – Able to write legibly
- Ability to adapt to change
- Ability to deal calmly and effectively in high stress situations
- Ability to interpret and apply policy materials
- Ability to check shipments against invoices for discrepancies
- Ability to endure a 12-15 hour workday

AFFIRMATION STATEMENT

I, _____ affirm the following:

I agree that as an employee of the Disaster Food Stamp Program (“Program”), I shall not disclose or cause any third parties to disclose, any client information, or other information relating to the business, systems, procedures or interests of the Department of Children and Families (“Department”), which is regarded by the Department as secret, confidential and valuable, collectively referred to as “Confidential Information.” I further understand and agree that I shall not be authorized to disclose Confidential Information after my employment with the Program concludes. I understand and agree that any disclosure of such Confidential Information shall be deemed a breach of this agreement and shall result in immediate termination of my employment with the Department or contracted provider, unless such disclosure is authorized in writing by an authorized Department staff.

I acknowledge that I have read this agreement, understand it, and agree to be bound by it.

Print Name

Signature

Date

ANNUAL CERTIFICATION

Satvinder Singh, on behalf of 22nd Century Technologies, Inc., certifies and assures that all certifications and assurances on file with the Agreement are current. This certification is incorporated and made a part of the Agreement **Index Code # 82070**.

By: [Signature]
Signature of Affiant

12/18/20
Date

Satvinder Singh, President
Printed Name of Affiant and Title

22nd Century Technologies, Inc.
Printed Name of Firm

220 Davidson Avenue, Suite 118, Somerset, New Jersey 08873
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 12 day of 18th, 20 20

He/She is personally known to me or has presented D.L as identification.
Type of identification

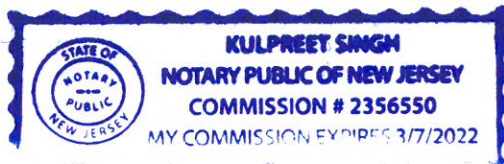
[Signature]
Signature of Notary

2356550
Serial Number

KULPREET SINGH
Print or Stamp Name of Notary

03/07/2022
Expiration Date

Notary Public – State of N.J





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 I(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

I) 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 I(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 I(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 I(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 I(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 subsection 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 XI – 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.

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

Attachment 3

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.

Satvinder Singh

Contractor Name

President

*Name and Title of Authorized Representative

Signature of Authorized Representative

12/22/2020

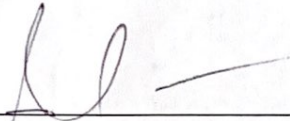
Date

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

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE
FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or 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 either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.



Signature

12/22/2020

Date

SATVINDER SINGH, President

Name and Title of Authorized Representative

22nd Century Technologies, Inc

Name of Organization

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.

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| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  | TITLE President |
| APPLICANT/ORGANIZATION 22nd CENTURY TECHNOLOGIES, INC. | DATE SUBMITTED 12/22/2020 |

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: [Signature] _____ Date 12/12 2020
Signature of Affiant

Printed Name of Affiant and Title _____ Federal Employer Identification Number 212-315101211211
2nd CENTURY TECHNOLOGIES, INC

Printed Name of Firm _____
220 Davidson Ave # 118, Somerset NJ 08873
Address of Firm

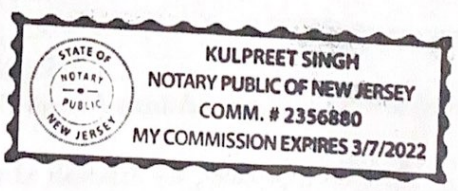
SUBSCRIBED AND SWORN TO (or affirmed) before me this 12 day of 22, 2020

He/She is personally known to me or has presented DL as identification.
Type of identification

[Signature] _____ Serial Number 23551880
Signature of Notary

KULPREET SINGH _____ Expiration Date 03/07/2022
Print or Stamp Name of Notary

Notary Public - State of NJ



Notary Seal

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.

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| FCIAA Provisions |
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- ❖ **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.

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| Key Points of the Law |
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❖ **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:

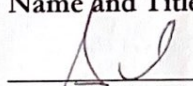
- ◆ A licensed stand-alone bar (at entrance),
 - ◆ A customs smoking room (airport in-transit lounge),
 - ◆ A smoking cessation program where tobacco smoking is an integral part of the cessation program approved by the Department of Health, and
 - ◆ Where scientific or medical research is being conducted 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.).

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

Respondent

Name and Title of Certifying Representative



Signature of Certifying Representative

12/22/2020

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).

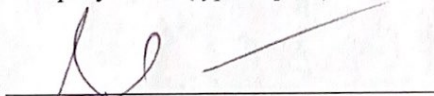
In compliance with the requirements of 20 CFR 603.9(b)(v)(A), the **Contractor** agrees to instruct all personnel having access to any disclosed information about the confidentiality requirements of the information, the requirements of 20 CFR 603.9(b), 45 CFR 205.50, 7 CFR 272.1c, sections 414.295 and 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)


Authorized Representative signature

12/22/2020
Date

Individual Non-Disclosure and Confidentiality Certification Form

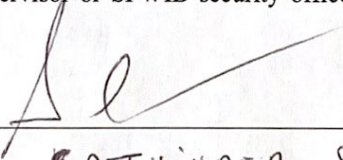
I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information of individuals who receive public assistance, employment and unemployment insurance records maintained by the Department of Economic Opportunity (Department or 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: 12/22/2020

Print Employee Name: SATVINDER SINGH

Address: 220 Davidson Ave. # 118
Somerset, NJ 08873

Work Telephone: 732-537-9991 (x)268

E-Mail: SatSingh@tscfi.com



**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: _____

Contractor Name & Address: _____

Contractor Contact Phone Number: _____

Description or Nature of Contract: _____

Description of Financial Benefit*: _____

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

SATVINDER SINGH

Print Name

12/22/2020

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.