

**82074
PY'20-22
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT #1

THIS AMENDMENT #1, hereinafter referred to as the "AMENDMENT", entered into between **CMA Enterprise, Inc.**, hereinafter referred to as the "CONTRACTOR", and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB", amends the Professional Services Agreement entered between the parties on **December 1, 2020**. The Professional Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated December 1, 2020 and expiring June 30, 2021 to provide Licensed Dispute Resolution Expert (Mediator or Arbitrator) services.

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

This Agreement shall commence upon **December 1, 2020**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2022**, unless earlier terminated as provided below.

The SFWIB may, in the SFWIB's sole discretion, renew this Agreement for up to one (1) additional one (1) year period 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, is deleted in its entirety and replaced with the following language:

The Contractor shall perform all of the work set forth in **Exhibit A, Statement of Work** and in **Exhibit A-1, PY'21-22 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, Compensation, is deleted in its entirety and replaced with the following language:

The SFWIB agrees to compensate the Contractor for the costs associated with the provision of the services related to this Agreement and provided in accordance with **Exhibit A, Statement of Work**, and **Exhibit A-1, PY'21-22 Statement of Work**. Maximum payment for PY'20-21 shall not exceed **\$10,000.00** and maximum payment for PY'21-22 shall not exceed **\$10,000.00**, in accordance with **Exhibit B, Payment Provisions** and **Exhibit B-1, PY'21-22 Payment Provisions**, attached hereto and incorporated herein by reference.

Article 4, Prior Agreements, is amended to include:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Exhibit	A-1	PY'21-22 Statement of Work
Exhibit	B-1	PY'21-22 Payment Provisions

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

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

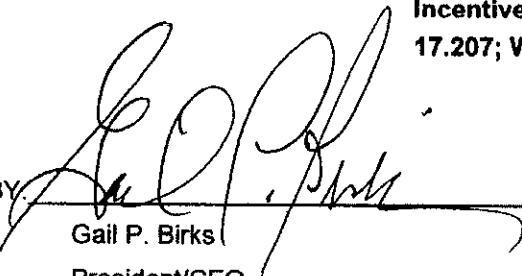
SIGNATURES APPEAR ON THE FOLLOWING PAGE



SIGNATORY FORM

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

AUTHORIZED SIGNATURE FOR: **CMA Enterprise, Inc.**
 PROGRAM ENTITLED: **Licensed Dispute Resolution Expert (Mediator or Arbitrator) Services**
 INDEX CODE: **82074**
 CFDA: **WIOA AD 17.258; WIOA DW 17.278; WIOA RR:17.278; TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; RET 93.584, 93.566; VET DVOP 17.801; VET LVER 17.801; TAA 17.245; Wagner Peyser 17.207; Wagner Peyser Incentives 17.207; Military Family Employment Program 17.207; WIOA Incentives 17.258, 17.259, 17.278**

BY:  _____ Date 5/21/21
 Gail P. Birks
 President/CEO
 CMA Enterprise, Inc.

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  _____ Date 5/28/21
 Rick Beasley
 Executive Director
 South Florida Workforce Investment Board

ANNUAL CERTIFICATION

GAIL P. BIRKS, on behalf of CMA Enterprise, 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 #82074.

By: [Signature] 5/21/21
Signature of Affiant Date

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

CMA ENTERPRISE INCORPORATED
Printed Name of Firm

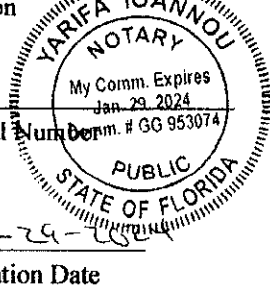
207 LAUREL OAK LN ST B
DAVIE FL 33325
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 21 day of MAY, 2021

He/She is personally known to me or has presented FDL 8620295607870 as identification.
Type of identification

[Signature]
Signature of Notary

Yarifa Ioannou
Print or Stamp Name of Notary

Serial Number 558-29-2524
Expiration Date


Notary Public - State of Florida

**STATEMENT OF WORK
CMA ENTERPRISE INC.
LICENSED DISPUTE RESOLUTION EXPERT (MEDIATOR OR ARBITRATOR)**

I. Introduction

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

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

The Contractor does hereby agree to provide an unbiased assessment of the dispute and attempt to resolve the matter to the satisfaction of the SFWIB and Complainant Licensed Dispute Resolution Expert (Mediator or Arbitrator) services for the SFWIB as described below, in compliance with the conditions herein stated.

II. Services to be rendered

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

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

III. Definition

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

IV. Request for Services:

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

**PAYMENT PROVISIONS
CMA ENTERPRISE INC.
LICENSED DISPUTE RESOLUTION EXPERT (MEDIATOR OR ARBITRATOR)**

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

I. COMPENSATION

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

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

Hourly Rate	\$250.00
Daily Rate (all inclusive)	Up to a maximum of \$2,000.00

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

II. INVOICES

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