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June 26, 2023

Dr. Jose L. Dotres
Superintendent
The School Board of Miami-Dade County, Florida
1450 NE 2nd Avenue, Suite 912
Miami, Florida 33132

SUBJECT: REVISED-Letter of Intent

Dear Mr. Dotres:

This revised Letter of Intent is to notify you that the South Florida Workforce Investment Board (SFWIB) approved to allocate funding for the Summer Youth Internship Program (SYIP). Your agency was initially awarded total funding up to \$1,500,000 in Temporary Assistance to Needy Families (TANF) funds to operate the SYIP for Miami Dade County Public Schools and \$500,000 in TANF funds to operate the SYIP for Miami Dade County Charter Schools. However, due to changed circumstances, the revised approved funding allocation is \$1,765,800.00 in Temporary Assistance to Needy Families (TANF) funds to operate the SYIP for Miami Dade County Public Schools and \$234,200.00 in Temporary Assistance to Needy Families (TANF) funds to operate the SYIP for Miami Dade County Charter Schools.

The total funding allocated for the SYIP is an amount up to \$2,000,000. The effective period for the funding allocation is from April 1, 2023 to September 30, 2023 pursuant to the terms contained herein.

The Contractor agrees to render services in a manner deemed satisfactory to the SFWIB, in its sole discretion, and in accordance with the Statement of Work and Program Design and Service Delivery, attached hereto and incorporated herein, respectively, as Exhibit A.

Modifications to Exhibit A, Statement of Work, shall not be effective until approved, in writing, by the SFWIB.

The Contractor agrees to accept the funding identified herein, pursuant to the terms and conditions included in Exhibit A, Statement of Work.

info@careersourcesfl.com

7300 Corporate Center Drive, Suite 500
Miami, Florida 33128

p: 305-504-7615 | f: 305-470-5629

Dr. Jose L. Dotres
The School Board of Miami-Dade County, Florida
June 26, 2023
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The Contractor and the SFWIB agree this revised Letter of Intent will be replaced by a duly executed contract within 45 calendar days from the date of transmittal. Failure to submit documents identified below within the specified timeframe may result in a disallowance of the expenditure made and/or cost incurred by the Contractor, which shall be determined by the SFWIB in its sole discretion.

- Signed contract, operational documents, budgets, and indirect cost rate proposal within 45 calendar days.

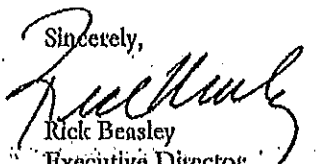
Please submit the following to Fernando Odlo, Contracts Officer, within ten (10) days from the date of transmittal:

- E-mail budget for the amount awarded (In no event shall the budget(s) for administrative costs exceed ten percent (10%) or the Indirect Cost Rate, whichever is less).

The Contract for the Summer Youth Internship Program for Miami Dade County Public Schools and Charter Schools is forthcoming for your signature. Once executed, we will return one (1) scanned original to you. Should you have any questions or concerns, please contact the SFWIB Contracts Officer identified above.

Congratulations, on your selection to receive the funding award and we look forward to working with you to accomplish the important mission of CareerSource South Florida. Please acknowledge your acceptance of this award by signing below and returning a copy of this letter, with your signature to the Executive Office c/o Rick Beasley, Executive Director, 7300 Corporate Center Drive, Suite 500, Miami, FL 33126.

Sincerely,



Rick Beasley
Executive Director
South Florida Workforce Investment Board
d/b/a CareerSource South Florida

CONTRACTOR'S REPRESENTATIVE

Signature: _____

PRINTED NAME: ~~Jose L. Dotres~~

Jose Bueno
Designee

TITLE: ~~Superintendent~~

DATE: 6/30/2023

Type text here

Dr. Jose L. Dotres
The School Board of Miami-Dade County, Florida
June 26, 2023
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Attachments

Pc: Renee Bennett, Assistant Director, SFWIB Finance
Robert Smith, Special Projects Administrator II, SFWIB/CSSF
Central File, SFWIB/CSSF

**WORKFORCE SERVICES
 SUBRECIPIENT CONTRACT BETWEEN THE
 SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
 AND
 THE SCHOOL BOARD OF MIAMI DADE COUNTY, FLORIDA**

AWARDING AGENCY
 SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
 7300 Corporate Center Drive, Suite 500
 Miami, Florida 33126-1234

PASS THROUGH:	
DEPARTMENT OF ECONOMIC OPPORTUNITY	
CFDA:	FAIN:
TANF: 93.658	G-2301FLTANF

AWARDING OFFICIAL CONTACT INFORMATION
 Name: Rick Bensley
 Title: Executive Director
 Telephone Number: (305) 929-1500
 Date of Notice: December 22, 2022
 R&D: No

CONTRACTOR
 The School Board of Miami-Dade County, Florida
 1450 N. E. Second Avenue, Suite 912
 Miami, Florida 33132
 UNIQUE ENTITY IDENTIFIER #: M452H887Y2F1

TITLE OF CONTRACTOR'S PROGRAM
 "Youth Program: Summer Youth Internship Program"

CONTRACT AMOUNT:
 \$2,000,000.00

INDEX CODE NUMBER:
 52221

CONTRACT NUMBER:
 WS-YS-SP-PY'22-21-00

CONTRACT PERIOD:
 April 1, 2023 -- September 30, 2023

ARTICLE I

INTRODUCTION AND CONDITIONS PRECEDENT

A. PARTIES TO SUBRECIPIENT CONTRACT

This Subrecipient Contract ("Contract") is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("SFWIB") and The School Board of Miami-Dade County, Florida (the "Contractor") (referred to individually as "Party" and collectively as the "Parties"). This Contract establishes a sub-recipient, contractual, independent contractor relationship between the SFWIB and the Contractor in which the Contractor accepts substantial financial and programmatic responsibilities for the use of federal, state, and, if applicable, local funds. In consideration of the mutual obligations and covenants and other good and valuable consideration, the Parties agree as follows:

B. DEFINITIONS

The Definitions for this Contract can be found in Exhibit F, Definitions.

C. EFFECTIVE TERM

This Contract shall commence upon **April 1, 2023**, irrespective of the date of execution, and terminate at the close of business on **September 30, 2023**, unless earlier terminated as provided below.

D. TOTAL PAYMENT

Subject to the availability of funds to the SFWIB, the maximum amount payable for services rendered under this cost reimbursement Contract shall not exceed **\$2,000,000.00** for **Program and Administrative Costs (Miami Dade County Public Schools SYIP funding up to \$1,765,800.00 and for Miami Dade County Charter Schools SYIP funding up to \$234,200.00 in Temporary Assistance to Needy Families)**. Both Parties agree that if funding available to the SFWIB is reduced, for any reason, the amount payable under this Contract may be reduced at the option and sole discretion of the SFWIB.

E. SCOPE OF SERVICES

The Contractor agrees to render services in accordance with **Exhibit A, Scope of Services**, attached hereto and incorporated herein. Any modification to the **Scope of Services** shall not be effective until approved, in writing, by the SFWIB.

F. CONDITIONS PRECEDENT

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

1. 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.

The School Board authorized the execution of this Agreement during its meeting on 06/21/2023 via Board Item E-201.

2. Financial and Compliance Audit. The Contractor shall have performed an annual certified public accountant's opinion and related financial statements in accordance with the single Audit Act Amendments of 1996, as modified in 2013, and compliance with the State of Florida requirements and 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Contractor shall submit an original or electronic copy of the Audit Report within the time line specified in 2 CFR Chapter II, Subpart F, § 200.512 (a).

G. INSURANCE

The Contractor, as a self-insured governmental entity, shall provide to the SFWIB, a letter stating that it is self-insured and maintains an ongoing self-insurance program as allowed under chapter 284, Florida Statutes, and that such self-insurance also offers protection applicable to the Contractor's officers, employees, servants and agents while acting within the scope of their employment with the Contractor. The SFWIB shall not disburse any funds until the SFWIB is provided with the letter of self-insurance, the SFWIB has approved such document, and executed the Contract.

H. LICENSING

The Contractor shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurance, permits and accreditations, required by the state of Florida, by

the County where the services are being provided, by the local municipality where the services are being provided, by the SFWIB, and by the federal government. If the Contractor fails to provide the foregoing within thirty (30) days of a written request by the SFWIB, the SFWIB may, in its sole discretion, immediately terminate this Contract.

I. BACKGROUND SCREENING REQUIREMENT

The Contractor agrees to comply with all applicable federal, state and/or local laws, regulations and ordinances regarding background screening of employees, volunteers and subcontracted personnel. The Contractor's failure to comply with any applicable federal, state and/or local laws, regulations, ordinances or Miami-Dade County resolutions, and the SFWIB's requirements set forth herein (collectively referred to as "Laws" for purposes of this Section) regarding background screening of employees, volunteers and subcontracted personnel, is grounds for a material breach and termination of this Contract.

Laws include, but are not limited to the National Child Protection Act of 1993, as amended, and as implemented by sections 943.0542 and 984.01(2), Florida Statutes, and Chapters 39, 402, 409, 394, 407, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time. The Contractor agrees to perform background screening through the Florida Department of Law Enforcement ("FDLE"), Volunteer & Employee Criminal History System ("VECHS") program.

Only employees, volunteers and subcontracted personnel with satisfactory background checks through an appropriate screening agency (i.e. the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) may work in direct contact with Program participants.

It is the responsibility of the Contractor to provide the SFWIB an Affirmation/Acknowledgement Form, Attachment 1, along with the background screening results to SFWIB's Quality Assurance Supervisor no later than ten (10) business days prior to employment, volunteerism, or performance of any work for any SFWIB-funded program. The background information will be reviewed by SFWIB and a decision on whether or not access will be granted shall be made within ten (10) business days of receipt of the Affirmation/Acknowledgement Form, as set forth in Exhibit E, Reporting Requirements, which confirms the background screening, was completed, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time for all current employees, volunteers and subcontracted personnel. The Form must include the names of all person(s) screened, date of screening, and what employment decision was made by the Contractor.

J. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

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. There is no charge to employers to use E-Verify.

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of section 448.095, Florida Statutes, titled "Verification of Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractors must also include in all subcontracts 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. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and the Contractor may be liable for any additional costs incurred by the SFWIB resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/ce_1185221678150.shtm

The Contractor shall maintain evidence of the use of the E-Verify system in the employee's personnel file. The Contractor shall maintain a personnel file for each staff person funded under this Contract in accordance with the SFWIB's Policies and Procedures, state and federal laws.

K. 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 any services under the Contract.

L. 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 who is authorized 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.

M. CERTIFICATION OF CONDUCT

The Contractor shall comply with all federal, state and local laws related to conflict of interest, nepotism and criminal and fraudulent activities.

N. 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.

In the event the Contractor implements its own Code of Ethics, it should transmit a copy of said Code of Ethics

to the SFWIB. Should the SFWIB approve of Contractor's Code of Ethics or Contractor complies with section 112.313, Florida Statutes, it shall be exempt from the requirements of this provision.

O. GRATUITIES

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

P. CODE OF BUSINESS ETHICS

The Contractor, as a governmental entity, shall comply with the Florida State Board of Education Code of Business Ethics.

END OF ARTICLE I

ARTICLE II
GENERAL CONDITIONS

A. ADHERENCE TO THE TERMS AND CONDITIONS OF FORMAL SOLICITATION

INTENTIONALLY LEFT BLANK

B. APPLICABLE LAWS

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 the jurisdiction of the state courts of the Eleventh Judicial Circuit of Miami-Dade County, Florida.

C. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT ("FFATA")

The FFATA requires the full disclosure to the public of all entities or organizations receiving federal funds.

(a) *Definition.* Unique entity identifier, as used in this clause, means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at the System for Award Management (SAM) for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the SFWIB within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

D. SELF-ASSESSMENT QUESTIONNAIRE

The Contractor shall complete an annual Exhibit C, Self-Assessment Questionnaire, attached hereto and incorporated by reference herein, and shall provide the documents set forth as Attachment A of the Self-Assessment Questionnaire to the SFWIB's Office of Continuous Improvement not later than thirty (30) calendar days after the execution of this Contract as set forth in Exhibit E, Reporting Requirements, attached hereto and incorporated by reference herein. Failure to submit the Self-Assessment Questionnaire within the required time frame shall result in the SFWIB withholding payment under the Contract.

E. TERMINATION

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.

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

lost profits as a result of a termination due to the lack of funds.

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 Section F, 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 Section G-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.

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.

F. BREACH OF CONTRACT

A non-exhaustive list of breaches of this Contract is as follows:

1. The Contractor fails, in whole or in part, to provide the services set forth in Exhibit A, Scope of services;
2. The Contractor fails, in whole or in part, to maintain staffing in accordance with Article III-Section N, Staffing Requirements of this Contract;
3. The Contractor ineffectively or improperly uses the SFWIB's funds provided to the Contractor under this Contract;
4. The Contractor attempts to meet Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement;
5. The Contractor fails to submit the documentation required under Article I-Section F, Conditions Precedent of this Contract in accordance with the time periods set forth therein;
6. The Contractor does not furnish the Certificates of Insurance as required under Article I-Section G, Insurance of this Contract or as determined by the SFWIB;
7. The Contractor does not furnish proof of licensure or certification as required under Article I-Section H, Licensing of this Contract;
8. The Contractor fails to comply with the background screening and/or provide proof that the background screening was completed as required under Article I-Section I, Background Screening of this Contract;
9. The Contractor fails to comply with the Anti-Nepotism provision set forth in Article I-Section L, Anti-Nepotism;
10. The Contractor fails to comply with the Code of Business Ethics provision set forth in Article I-Section P, Code of Business Ethics;
11. The Contractor fails to comply with the Gratuities provision set forth in Article I-Section O, Gratuities;
12. The Contractor fails to follow the Notification requirements set forth in this Contract under Article II-Section J, Notification of Legal Action of this Contract;
13. The Contractor fails to follow the Notification requirements set forth in this Contract under Article II-Section K, Other Notifications of this Contract;
14. The Contractor refuses to allow the SFWIB full access to records or refuses to allow the SFWIB to monitor, evaluate and review the Contractor's services and programs;
15. The Contractor fails to comply with the requirements set forth in Article III-Section G, Florida Public Records Law;

16. The Contractor fails to comply with Incident Reporting for abuse, neglect, or exploitation of a child, aged person, or disabled adult as required under Article III-Section R, Abuse, Neglect and Exploitation Incident Reporting of this Contract;
17. The Contractor fails to take reasonable measures to protect and secure data pertaining to personal information in electronic form as required under Article III-Section L, Information Security Obligations of this Contract;
18. The Contractor fails to comply, in whole or in part, with Article III-Section L, Information Security Obligations;
19. The Contractor fails to take reasonable measures to protect and secure personal and confidential information as required under this Contract and any applicable local, state or federal laws and regulations;
20. The Contractor does not submit or submits incomplete or incorrect required reports or proof of compliance with reporting requirements as required by this Contract;
21. The Contractor fails to respond and/or provide documentation to any of the SFWIB's requests within specified due dates, after three (3) written requests by the SFWIB;
22. The Contractor fails to correct deficiencies discovered during a monitoring, evaluation or review by the SFWIB and/or any governmental body acting within the scope of its jurisdiction within the time period specified by the SFWIB and/or the governmental body;
23. The Contractor fails to submit, or submits incorrect or incomplete proofs of expenditures to support disbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;
24. The Contractor fails to comply with Article IV, Section G, Contractor's Cost Allocation Plan and Indirect Cost Rate;
25. The Contractor fails to submit an invoice as set forth in Article IV-Section H, Monthly Invoicing, in accordance with the time periods set forth therein;
26. The Contractor unlawfully discriminates under any of the applicable laws;
27. 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;
28. 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 Contract; and
29. 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.

Waiver of a breach of any provision 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.

G. BREACH OF CONTRACT: SFWIB REMEDIES

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

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. Each party shall be responsible for its own attorneys' fees and cost that may be incurred as a result of any action or proceeding under this agreement;
2. 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. Each party shall be responsible for its own attorneys' fees and cost that may be incurred as a result of any action or proceeding under this agreement;

3. 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. Each party shall be responsible for its own attorneys' fees and cost that may be incurred as a result of any action or proceeding under this agreement;
4. The SFWIB may debar the Contractor from future SFWIB contracting;
5. 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
6. Any other remedy available at law or equity or administratively.

H. DAMAGES SUSTAINED

The Contractor shall not be relieved of liability to the SFWIB for damages sustained by the SFWIB caused by any breach of this Contract by the Contractor, and the SFWIB may withhold any payments to the Contractor until such time as the exact amount of damages due to the SFWIB are determined. The SFWIB may also pursue any remedies available at law or equity to compensate for any damages sustained by any such breach by the Contractor. Each Party shall be responsible for its own attorneys' fees and cost that may be incurred as a result of any action or proceeding under this agreement.

I. NOTICES

It is understood and agreed between the Parties that written notice addressed to the Executive Director of the SFWIB, and mailed or delivered to the address appearing on page one (1) of this Contract and written notice addressed to the Contractor and mailed or delivered to the address appearing on page one (1) of this Contract shall constitute sufficient written notice to the respective Party.

J. NOTIFICATION OF LEGAL ACTION

The Contractor shall notify the SFWIB of legal actions taken against the Contractor or potential actions such as lawsuits, related to services provided through this Contract or that may impact the Contractor's ability to deliver the contractual services, or adversely impact the SFWIB. The SFWIB shall be notified within five (5) days of Contractor becoming aware of such actions or from the day of the legal filing, whichever comes first.

K. OTHER NOTIFICATIONS

The Contractor shall provide prompt notice, not later than thirty (30) days regarding all matters, to the Executive Director of the SFWIB, in writing, of any issues, questions, requests for clarification or any other matter relating to or affecting the Contractor's performance under this Contract.

L. 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.

M. INDEMNIFICATION

1. The parties agree to be fully responsible for their own acts of negligence, or their respective agent's acts of negligence when acting within the scope of their employment, and agree to be liable for all attorney fees and damages proximately caused thereby; provided, however, that the parties' liability is subject to monetary limitations and defenses imposed by section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.
2. Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Contract and shall terminate upon the expiration of the applicable statute of limitation.

N. PRIOR AGREEMENTS

This Contract and its attachments and exhibits incorporate all prior negotiations, correspondence, conversations, agreements and understandings, to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract which are not contained in this Contract 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.

O. 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.

P. NO ASSIGNMENT

The Contractor shall not assign 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.

Q. 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.

R. SUBCONTRACTING

1. 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.

2. In no event shall such prior written approval of the SFWIB relieve the Contractor from the Contractor's obligations under this Contract, or change any of the terms or conditions of this Contract. The Contractor shall ensure that all applicable provisions of this Contract are binding upon all such subcontractors. It is expressly understood and agreed that the SFWIB shall not be liable to any subcontractor(s) for any expenses or liabilities of any kind whatsoever incurred by any person or entity under any subcontract.

S. MODIFICATIONS

Any alterations, variations, modifications, 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.

T. 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 in accordance with Article II, Section E Termination.

U. PERSONS WITH DISABILITIES AND ACCESSIBILITY OF FACILITIES

The Contractor shall conduct all activities under this Contract in accordance with the Americans with Disabilities (ADA) Act of 1990 as amended, Section 504 of the Rehabilitation Act of 1973 as amended, Title VI of the Civil Rights Act of 1964 as amended, and the regulations promulgated under such Acts, with respect to persons with disabilities.

The Contractor shall designate a Disability Services Coordinator to establish and implement internal procedures to ensure that Contractor and operational staff are knowledgeable about and comply with the disability-related requirements of WIOA, Section 188; Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA) of 1990 as amended (42 U.S.C. 12101 et seq.) P.L. 101-336 which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities. The Contractor's staff shall be thoroughly trained in providing services to individuals with disabilities as it pertains to customer service, reasonable accommodations, and etiquette.

The Contractor shall assure that programs and activities under this Contract are accessible to individuals with disabilities without discrimination, by:

1. Making reasonable accommodations or modifications;
2. Providing services in the most appropriate integrated setting;
3. Providing auxiliary aids for individuals with vision and hearing impairments during the recruitment, referral, and assessment of prospective program participants; and
4. Having resource materials available in alternate formats.

The Contractor shall ensure that the physical facilities utilized under this Contract are accessible at all times to individuals with disabilities; in accordance with the applicable standards of the State of Florida as set forth in DEO/Office of Civil Rights "Facility Accessibility Checklist" posted on the DEO website at www.floridajobs.org or shall submit to the SFWIB an alternate plan to achieve physical accessibility to individuals with disabilities provided services under this Contract.

V. COPYRIGHT, PATENTS, RIGHT TO DATA

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.

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:

1. Any work developed under this Contract or a resulting subcontract irrespective of whether it is copyrighted.
2. Any rights of copyright to which Contractor or subcontractor purchases ownership with funds provided for under this Contract.

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 Section V.

W. 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.

X. 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, sub-grantee 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."

END OF ARTICLE II

ARTICLE III

PROGRAM MANAGEMENT

A. PERFORMANCE

Performance shall be defined as the Contractor having attained the goals and objectives set forth in this Contract, in accordance with Exhibit A, Scope of Services attached hereto and incorporated by reference as if fully set forth herein.

B. CONSENT

Parental/Legal guardian consent for all Program participants must be obtained and shared with the South Florida Workforce Investment Board for monitoring and evaluation purposes. Program participants will be asked to sign a voluntary Authorization for Photography/Video form, incorporated herein and attached hereto as Attachment 4. The signed consent form for photography will be maintained by the Contractor, with a copy filed in the participant's record. The consent shall be part of the Program participants' registration form, and signed by parent/guardian before services commence or assessments are administered. Any refusal of consent must be properly documented and signed by the parent or legal guardian on the consent form.

C. PROGRAM REPORTS

The Contractor shall provide written progress reports in compliance with Exhibit A, Scope of Services.

D. MONITORING; MANAGEMENT EVALUATION AND PERFORMANCE REVIEW

The Contractor shall permit the SFWIB's personnel to monitor, review and evaluate the Program which is the subject of this Contract. The Contractor shall monitor both fiscal and programmatic compliance with all the terms and conditions of the Contract. The SFWIB will be permitted to conduct site visits, participant assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. This Contract will not be considered for appropriation of future funding unless the SFWIB concludes that the terms of this Contract and the Program have been satisfactorily performed.

E. FILE MAINTENANCE

The Contractor shall maintain an electronic database to include the SYIP application and required documents and a separate electronic file for each youth participant to include the TANF/SYBP Eligibility form, ISIS print-out and, as applicable, Determination of need for Language Assistance for LEP customers, and provide to the SFWIB upon request. This file shall include all required documents as set forth in Exhibit A-Scope of Services and applicable SFWIB's procedures.

F. FILE OWNERSHIP

The Contractor understands and agrees that the case files that the Contractor maintains for programs funded by this Contract are the SFWIB's property and are maintained by the Contractor for the SFWIB's benefit. Therefore, the Contractor shall not dispose of any case files without the prior written consent of the SFWIB. In the event of the termination or expiration of this Contract, the Contractor shall immediately transmit all records to the SFWIB upon the request of the SFWIB.

If Contractor is required to maintain original documents for services rendered under this Contract, the Contractor shall obtain duplicate originals of all documents required under this Contract. If duplicate originals of documents are obtained under this Contract, Contractor will maintain one set of originals for the SFWIB and the other set will belong to the Contractor.

G. FLORIDA PUBLIC RECORDS LAW

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 1B-26.003 of the Florida Administrative Code.

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.
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.
4. **IF THE SFWIB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, prr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.**
5. **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**

In the event the Contractor does not comply with the public records disclosure requirement set forth in section 119.0701, Florida Statutes and this Section G of this Contract, the SFWIB shall avail itself of the remedies set forth in Article II, Sections E - Termination, F - Breach of Contract and G - Breach of Contract: SFWIB Remedies of this Contract.

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.

H. AUDIT, INSPECTION AND ACCESS TO RECORDS

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 ("Monitoring Agency") to audit, inspect, examine, excerpt, copy or transcribe the Contractor's client records, financial records, supporting documents, statistical records, personnel records, records of all disseminations of criminal history information, and any other documents (including storage media) pertinent to this Contract during the term of this Contract and for a period of five (5) years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof, or to evaluate the Contractor's performance hereunder. The Contractor shall also permit any or all these aforesaid entities to monitor all activities conducted by the Contractor pursuant to the terms of this Contract. The Monitoring Agency may, in its sole discretion, deem necessary or appropriate such monitoring which may consist of internal evaluation procedures, examination of program data, evaluation of participant files, special analyses, on-site reviews or any other procedure.

The Contractor shall provide full and unrestricted access to any and all records for services paid for under this Contract to the SFWIB, the state of Florida, or the U.S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives.

I. RECORDS RETENTION

Five (5) Year Requirement: The Contractor shall keep all records, accounts, and documents related to the operation and performance of this Contract or any modification hereto for five (5) years following the expiration or termination of this Contract. However, if any audit, claim, litigation, negotiation or other action involving this Contract or modification hereto has commenced before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The Contractor shall cooperate with the SFWIB to facilitate the duplication and transfer of any of said records or documents during the required retention period. The Contractor shall advise the SFWIB of the location of all records pertaining to this Contract upon the request of the SFWIB and shall notify the SFWIB by certified mail within ten (10) days of moving said records if and when the records are moved to a new location.

The Contractor and any subcontractor shall maintain documentation of expenditures incurred under this Contract for a period of five (5) years from the date of submission of the final reimbursement request for that grant year or until the resolution of any audit findings or any litigation related to the Contract, whichever occurs last.

J. CONFIDENTIALITY OF RECORDS

1. The Parties understand and agree that they are subject to all federal and state laws and School Board policies relating to the confidentiality of Program participant information. The Parties further agree to employ with the Family Education Rights and Privacy Act ("FERPA"), specifically 34 CFR § 99.

2. Pursuant to applicable state or federal law, 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. 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 2.

Additionally, when working with education agencies, the Florida Department of Juvenile Justice, the Florida Department of Corrections, the Florida Division of Vocational Rehabilitation, and other partners in implementing workforce programs administered by the SFWIB, the Contractor shall follow confidentiality requirements for each such program including, but not limited to:

- o The Privacy Act; 5 USC 552a;
- o Social Security numbers: 119.0721 Florida Statutes and 5 USCA 552a;
- o Medical documents: 29 CFR 37.37; 29 CFR 1630.14;381.004(3)(e) and (6)(c) Florida Statutes;
- o Employment and Related Services for Persons with Disabilities: Florida Statute 413;
- o Confidentiality requirements governing the protection and use of personal information held by the Vocational Rehabilitation agency (34 CFR 361.38); and
- o Student records: Federal Educational Rights and Privacy Act (FERPA), 20 USC 1232g and 1232h; 34 CFR Part 99.

3. **Confidentiality Forms.** 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 form prior to permitting those individuals to perform any work under or relating to this Contract:

- The Individual Non-Disclosure and Confidentiality Certification Form, Attachment 3, attached hereto and incorporated by reference as if fully set forth herein.

All completed forms shall be retained as required herein in accordance with Article III-Section I, Records Retention 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).

4. The Background Screening record information derived from the U.S. Department of Justice shall not be disseminated outside the Contractor's entity or used for a purpose other than that specified in the statute authorizing the request, Section 943.0542, Florida Statutes.

K. VIOLATION OF THE PRIVACY ACT

Funds awarded under this Contract cannot be used in contravention of the 5 USC 552a or regulations implementing that section.

L. INFORMATION SECURITY OBLIGATIONS

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

- The Contractor (including its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom Contractor exposes or authorizes to access confidential information obtained under this Contract), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to store information. The Contractor shall not electronically transmit, or allow to be transmitted, any personal or confidential information. Failure to strictly comply with this provision shall constitute a breach of this Contract.
- The Contractor shall not engage any third party vendor, company or agent to modify, troubleshoot or otherwise alter the configuration of network devices, workstations, printers and/or any other device or hardware attached to the SFWIB's network and agrees that no other devices, servers, workstations, tablets, wireless devices, etc., other than those installed by the SFWIB's IT Unit or SFWIB's authorized agent, will be connected to the SFWIB's network.
- During the term of this Contract, the Contractor must obtain signed confidentiality access agreements, which are required by the SFWIB and/or the DEO for systems access privileges, for any individual including, but not limited to all of the Contractor's officers, employees, subcontractors, agents, partners, principals, servants, representatives and security officers, prior to their access to electronic data systems.
- 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 III-Section J, 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 within 24 hours of termination to the Helpdesk at helpdesk@careersourcesfl.com with the appropriate system form, as follows:
 - EMD/BM/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) within 24 hours of termination, as follows:
 - DEO CONNECT Form ISU-38
 - DEO Form ISU-30
- If the employee has security access to multiple systems, the Contractor shall submit all corresponding forms.
- For employees that only have a CSSF network account and/or VPN account, only an email requesting disabling of the account(s) is required at the time of termination. The email must be sent to the CSSF Helpdesk at helpdesk@careersourcesfl.com no later than 24 hours of termination.

Failure to comply with this Section L, Information Security Obligations, shall constitute a breach of this Contract.

M. STAFFING REQUIREMENTS

The Contractor shall maintain an organizational structure and adequate programmatic, administrative and support staff sufficient to fulfill the Contractor's contractual obligations hereunder.

N. TRAINING OF STAFF

1. The Contractor shall ensure that employees responsible for program compliance receive appropriate grant administrative and program compliance training in:
 - Pass-through Entity Responsibilities 2 CFR Chapter II, Subpart D § 200.331
 - Contracts Management/Administration (45 CFR 74.21)

O. GRIEVANCE PROCEDURES

The Contractor shall comply with all of the SFWIB's applicable Grievance and Complaint Procedures and as required by state and federal law. Attachment 11, attached hereto and incorporated herein. The SFWIB's Grievance and Complaint Procedures can also be accessed through the link provided below:

http://www.careersourcesfl.com/GrievanceProcedures/CSSF_GrievanceProcedures_English.pdf

P. LIMITED ENGLISH PROFICIENCY (LEP)

When a significant number or proportion of the population eligible to be served under this Contract needs services or information in a language other than English to be effectively informed or to participate in the services provided under this Contract, the Contractor shall provide a Certified Interpreter and take steps, considering the size of the program and the size and concentration of such population, to make available to such persons any written and audio-visual material, in the appropriate languages, and in alternate formats for individuals with a disability, distributed to the public relating to the services provided pursuant to this Contract. In accordance with the SFWIB's Limited English Proficiency Policy, the Contractor shall provide services through (1) staff who speak the language of preference or (2) a Certified Interpreter. The Contractor shall complete the Determination of Need for Language Assistance for Limited English Proficiency (LEP) Customers, Exhibit D.

Q. ABUSE, NEGLECT, AND EXPLOITATION INCIDENT REPORTING

The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE) or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004, or via TDD (800) 453-5145 as required by Chapters 39 and 415, Florida Statutes, this provision is binding upon both the Contractor and Contractor's employees. Failure to comply with this Section R, Abuse, Neglect and Exploitation Incident Reporting, shall constitute a breach of this Contract.

R. 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. All radio and television advertisements, paid and unpaid, public service announcements, social media, or general newspaper articles shall be coordinated through, and preapproved by, the SFWIB, and shall state that the program is funded through the SFWIB. The Contractor that receives funds from the SFWIB, regardless of the name under which the program is operated, must state that the program is funded by the SFWIB in all public communication media.

The Contractor shall prominently incorporate the name and the official logo of the SFWIB when developing collateral materials or publicity, such as radio, print or television coverage, any form of media press releases, advertising or any informational materials concerning the Contractor's program. Collateral materials such as letterhead, business cards, envelopes, informational pamphlets and brochures, flyers, posters, and other such items, shall be in compliance with the SFWIB's policies and procedures, that ensure compliance with, but are not limited to, CareerSource Florida, Inc.'s Florida Workforce System Statewide Brand Strategic Policy, and pre-approval requirements.

In accordance with Public Law 101-166, section 511, Steven's Amendment; as renewed in the Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div H, Title V, section 505 and Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, and Continuing Appropriations Act, 2019, Pub. L. No. 115-245, div. B, tit. V, section 505, 132 Stat. 2981 (Sept. 28, 2018), 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.

END OF ARTICLE III

ARTICLE IV
FISCAL MANAGEMENT

A. INTERNAL CONTROLS AND ACCOUNTING RECORDS

The Contractor shall maintain the Contractor's books and records in accordance with Generally Accepted Accounting Principles ("GAAP"); "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States; the "Internal Control Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission; and to institute fiscal controls to account for all monies received from the SFWIB and spent to perform the Contractor's obligations under this Contract.

The Contractor shall maintain records, books, and documents, including electronic storage media and electronic records that identify the SFWIB's funds and which contain information pertaining to authorized expenditures, obligations, de-obligated balances, assets, liabilities, outlays or expenditures and income.

The Contractor shall ensure that accounting records reflect the separation of all programs/activities it administers, or for which it receives funding and that a clear audit trail exists showing the benefit received from each expenditure as it relates to the applicable program/activity.

B. RETURN OF FUNDS

The Contractor shall return to the SFWIB any overpayments due to unearned funds, earned funds that exceeded actual expenditures or funds disallowed that were disbursed to the Contractor by the SFWIB and any interest attributable to such funds pursuant to the terms and conditions of this Contract. If the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the SFWIB. If the SFWIB first discovers any overpayment has been made, the SFWIB's Executive Director will notify the Contractor in writing of such findings. If the Contractor fails to repay the SFWIB for the overpayment within thirty (30) calendar days following either the Contractor's discovery of or the SFWIB's notification of the overpayment, the Contractor shall also pay SFWIB interest at the lawful rate of interest on the outstanding balance after the earlier of SFWIB's notification or Contractor's discovery. The SFWIB shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the SFWIB from the Contractor under this or any other contract or agreement.

C. DEOBLIGATION FOR NON-PERFORMANCE

The SFWIB, in its sole discretion, may adjust the Contract award amount through a decrease, up to and including the total amount of funds awarded to the Contractor, when and if the SFWIB determines that the Contractor's total program costs will not be expended in accordance with the amount of funds awarded.

D. VOLUNTARY DEOBLIGATION

The Contractor may request a decrease of the total amount of funds awarded when it has been determined by the Contractor that funds may not be expended during the period of performance as set forth under this Contract. If requesting a decrease, the Contractor must submit a written request to the SFWIB's Executive Director specifying the amount and the reason for the decrease. Approval of a decrease shall be in the sole discretion of the SFWIB.

E. BUDGET SUMMARY

The Contractor agrees that all expenditures made and all costs incurred by the Contractor shall be in accordance with Exhibit H, Budgets for Administrative Costs and Program Costs, attached hereto and incorporated

by reference as if fully set forth herein.

The Contractor agrees that Exhibit H, Budgets for Administrative Costs and Program Costs, attached hereto and incorporated herein, validates that the Contractor's projected costs are reasonable, allowable, allocable and are in accordance with cost principles set forth in 2 CFR Part 200, Subpart E.

The budget must be separated into the following time periods, 4/1/23-6/30/23, and 7/1/23-9/30/23.

The Contractor shall ensure that the budget(s) for administrative costs does not, under any circumstances, exceed ten percent (10%) across the SFWIB's funding streams, or the Indirect Cost Rate, whichever is less.

The Contractor may shift funds within the Contractor's program line item budget. Notwithstanding the above, if the Contractor wishes to shift funds greater than: (1) fifteen percent (15%) in any budgeted position's salary; or (2) fifteen percent (15%), but not less than \$950.00, in any line item, the Contractor shall obtain SFWIB's Executive Director's prior written approval.

The SFWIB's approval of Exhibit H, Budgets for Administrative Costs and Program Costs is given based on limited facts presented as justification for the proposed expenditure and prior to the actual expenditure. As such, if actual expenditures are not in accordance with the facts presented for the proposed expenditure or federal requirements, the SFWIB may question or disallow the expenditure, notwithstanding the prior approval of the same.

The Contractor's authorized representative shall approve all budget modifications in writing and then shall forward the budget modification to the SFWIB's Contract Manager for processing and approval. Budget modifications approved by both the Contractor and the SFWIB shall replace Exhibit H as Exhibit H-1, a copy of which shall be attached hereto and incorporated by reference as if fully set forth herein.

Any expenditure made and/or incurred prior to the SFWIB's written approval of a written budget modification request may be disallowed in the sole discretion of the SFWIB.

The Contractor shall amend the budget, if applicable, at the end of the fourth (4th) program year quarter, not later than June 30, for funds awarded through June 30, 2023. A final quarter modification shall be allowed and submitted, not later than September 30, for funds awarded from July 1, 2023 through September 30, 2023.

The Contractor shall notify the SFWIB's Contract Manager and Accountant, in writing, of all staffing changes (including, but not limited to adding names of staff filling vacant positions). Staffing changes (including, but not limited to adding names of staff filling vacant positions) shall be incorporated in the budget not later than the next available modification period set forth herein. Only one staff can be delegated to a budgeted position, except where a transition occurs, the incoming staff may also occupy the budgeted position for a period not to exceed one month in duration, and not to exceed the total budgeted salary for the position.

Final line-item adjustment(s) shall be allowed as set forth in Article IV-Section O, Financial Closeout.

F. CONTRACTOR'S COST ALLOCATION PLAN AND INDIRECT COST RATE

1. **Indirect Cost Rate:** The publication of Title 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," released on December 26, 2013, requires that every sub-award of federal funds from pass-through entities (i.e. the SFWIB) to the sub-recipient must include, among other elements, an Indirect Cost Rate.

In conformity with Title 2 CFR Part 200, the Contractor shall submit one of the following to the SFWIB along with the program budget (as described in Article IV, F):

A. If the Contractor does not have an approved Indirect Cost Rate:

- o The Contractor shall develop and submit to the SFWIB's Finance Unit an initial indirect cost rate proposal. Detailed guidelines for preparing an Indirect Cost Rate proposal are contained in

CareerSource Florida Administrative Policy Number 86. Additional information can be found at:

[http://www.floridajobs.org/docs/default-source/lwdb-resources/lwdb-grants-management/guidance-papers/2018-guidance-papers/lwdb-indirect-cost-admin-policy_\(20180701\).pdf?sfvrsn=2](http://www.floridajobs.org/docs/default-source/lwdb-resources/lwdb-grants-management/guidance-papers/2018-guidance-papers/lwdb-indirect-cost-admin-policy_(20180701).pdf?sfvrsn=2)

- B. If the Contractor has an approved Indirect Cost Rate from a federal agency or pass-thru entity, the Contractor shall submit a copy of the Indirect Cost Rate approval letter from said agency or pass-thru entity to the SFWIB.

Please note, an Indirect Cost Rate Proposal is mandated only if the Contractor includes indirect costs in the Exhibit H-Budget for Administrative Costs and Program Costs. However, if indirect costs are not included, a proposal is not required.

2. **Cost Allocation Plan:** The Contractor's operating expenditures shall be cost allocated across all applicable funding streams.

The Contractor shall submit a detailed Cost Allocation Plan ("CAP"), or cost policy statement as appropriate to the SFWIB in accordance with the guidance that can be accessed through the link provided below.

<http://www.floridajobs.org/FMSAS/Monitoring/AgencyIssued/Cost%20Allocation%20Plan%20Guidance%20-%20RWB.pdf>

The CAP is a document that specifies the allocation methods used for distributing all costs of an organization. A plan for allocating shared costs is required to support the distribution of those costs to grant and non-grant programs. All of the Contractor's costs must be included in the plan. Official accounting records must support all costs. An agency-wide budget should be presented that depicts all shared cost. The Contractor shall submit the Cost Allocation Plan to the SFWIB within the lesser of thirty (30) days of Contract execution or along with the program budget.

A CAP is not required if the Contractor's award amount(s) is specific to a single program and from a funding stream where there will be no shared costs. If the Contractor elects the de minimis rate (10% indirect costs as indicated in Administrative Policy Number 86) a CAP is not required, but a cost policy statement would be required.

The cost policy statement that is required as part of the indirect cost rate proposal and the CAP may be incorporated into one document.

Federal funds awarded under this Contract may not be used to meet the matching or cost-sharing requirements of other Federal grant programs unless expressly authorized by federal law.

3. **Approval of Indirect Cost Rate:** The SFWIB will negotiate with the Contractor and approve the indirect cost rate. Indirect costs can only be charged to an award based on an approved indirect cost rate. However, the approval of indirect costs by the SFWIB is not intended to identify the circumstances or dictate the extent of federal participation in the financing of particular awards.

The results of the indirect cost rate negotiation will be formalized in a written agreement between the SFWIB and the Contractor.

The Contractor shall maintain appropriate supporting documentation for the Contractor's cost allocation and Indirect Cost Rate calculations in accordance with the records retention requirements set forth in Article III-Section H, Audit, Inspection and Access to Records and Article III-Section I, Records Retention. Failure to maintain the appropriate documentation and to follow the submitted and approved plan may result in cost disallowances by the SFWIB.

Failure to comply with this Section G may be considered a breach of this contract and can lead to

disallowance of indirect/administrative costs and/or other remedies for non-compliance as specified in Article II-Section G, Breach of Contract: SFWIB Remedies.

G. INVOICING

1. **Requests for Payment.** The SFWIB shall pay all budgeted and allowable costs or services incurred by the Contractor which are allowable under 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, this Contract and applicable SFWIB policies and procedures, as may be amended from time to time.
2. To receive payment, the Contractor shall submit monthly an original invoice package which shall include an original signed Contract Invoice (Exhibit I), attached hereto and incorporated by reference as if fully set forth herein, Monthly General Ledger, a prior month(s) General Ledger for any costs not previously billed, and Payroll Register and /or Payroll Indebtedness, and documentation for participant costs as set forth in section 3 below.

The Contract Invoice shall reflect only the expenses incurred and paid by the Contractor for the month that the services were rendered. Upon satisfactory submission, review and approval of the complete invoice package with the required supporting documentation, the SFWIB shall pay the Contractor via Electronic Fund Transfer; the sole judge of the satisfaction of the submission will be the SFWIB. The Contractor shall complete an Authorization Agreement for payments via Direct Deposits (ACH Credits) which may be requested from the SFWIB's finance unit.

Failure to submit original signed invoices, General Ledger, and Payroll Register, in manner deemed correct and acceptable by the SFWIB, shall be considered a breach of this Contract.

3. **Participant Costs Payment.** The SFWIB agrees to pay allowable participant costs incurred by the Contractor, for verifiable services for eligible participants entered in OSST by the Contractor, in accordance with the terms of Article IV, Section C-Data Entry Requirements and Payment Provisions, Exhibit A-Scope of Services, attached hereto and incorporated by reference as if fully set forth herein, which are allowable under the SFWIB's guidelines.

The SFWIB's Finance Department will send the Contractor, five business days after the deadline of the OSST data entry set forth in the Scope of Services, a System Generated Invoice, Exhibit J, attached hereto and incorporated by reference, based on the data entered by the Contractor in OSST, detailing participant names and amounts, entered in OSST for the period invoiced. The System Generated Invoice, Exhibit J will be sent electronically to the Contractor. The Contractor shall verify the invoice.

To receive payment, the Contractor shall submit an original invoice package to the SFWIB that includes the signed invoice, with the two required signatures, and the following documentation:

Payment for Orientation/Eligibility stipends:

- For Orientation/Eligibility Stipends issued July 1, 2023 through August 5, 2023, Contractor generated report detailing student name, last four digits of the Social Security number.
- SFBFCU (Credit Union) ACH payment report detailing student name, last four digits of the Social Security number and amount paid.

Payment for Internship hours worked:

- For payment of Internship hours worked July 3, 2023 through August 7, 2023, Contractor generated report detailing student name, last four digits of the student's Social Security number and actual number of hours worked.
- Digital Time sheets, electronically approved by the student and the worksite supervisor, are acceptable documentation of the actual number of hours worked, approximately thirty (30) hours per week with a maximum of 150 hours for the duration of the project.

- EdFed (Credit Union) ACH payment report detailing student name, last four digits of the Social Security number and amount paid per pay period.

Failure to submit original signed Contract Invoices, General Ledger, Payroll Register/Payroll Indebtedness and supporting documents in a manner deemed correct and acceptable by the SFWIB, shall be considered a breach of this Contract.

The Contractor agrees to maintain originals of cancelled checks or a legal copy of the cancelled checks, itemized invoices, receipts, payroll registers and any evidence of indebtedness as proof of expenditures. These documents shall be maintained by the Contractor in accordance with Article III, Section I-Records Retention and Article III, Section H-Audit, Inspection and Access to Records.

4. **Processing the Request for Payment.** The Parties agree that the processing of a payment request by the Contractor shall be completed by the SFWIB within fifteen (15) business days, or less, of receipt of submission of the request along with the complete required invoice package. Processing the payment request within fifteen (15) business days is contingent upon complete and satisfactory submissions of the required invoice package and supporting documentation, which have been approved by the SFWIB. The Contractor shall maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the SFWIB.

H. LATE INVOICING

Invoices submitted after the due date as specified in Section J- Financial Closeout below, shall automatically be charged as described below:

- Invoices submitted five (5) calendar days or less following the due date shall automatically be charged five percent (5%) of the amount invoiced;
- Invoices submitted more than five (5) calendar days following the due date shall automatically be charged an additional five percent (5%) of the amount invoiced.

I. 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.

J. FINANCIAL CLOSEOUT

The Contractor shall comply with all provisions of the SFWIB's Financial Closeout Procedures, Exhibit G, attached hereto and incorporated by reference herein, upon the expiration or termination of this Contract.

Due to the period of the allocated funding, the Contractor shall submit two Financial Closeouts:

The first Financial Closeout required by the SFWIB shall be completed and submitted along with an invoice for any unbilled expenditures incurred for the period ending 06/30/23, not later than thirty (30) calendar days after 06/30/23.

A second Financial Closeout, solely for the period of 7/1/23 through 9/30/23, shall be completed and submitted not later than thirty (30) calendar days after the expiration or termination of this Contract. If the Contractor fails to submit the required closeout package and adequate supporting documentation by the specified due dates, all costs included in the Financial Closeouts may be disallowed by the SFWIB in its sole discretion.

Final line-item budget adjustment(s), by funding stream and function (administrative and programmatic), not including staff incentives shall be allowed to be submitted with the Financial Closeout, only if the variance(s) does not exceed ten percent (10%) of the amount budgeted in the line item and the net effect of the changes, in the total funding is zero.

Pursuant to the terms of this Contract and in consideration of the total amounts earned and paid to the

Contractor for performance, upon submission of the Financial Closeout Package, the Contractor hereby releases, releases, and discharges the SFWIB, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever related to, under or arising from this Contract.

The Contractor's submission of the Financial Closeout Package is a complete release and waiver of any and all liability, claims or causes of action that allegedly resulted from engagement of and/or performance under this Contract and acknowledges the SFWIB has fully performed and satisfied any and all of its obligations due under this Contract.

K. EXPENDITURE OF PUBLIC FUNDS FOR FOOD, BEVERAGE AND DINING ACTIVITY

The Contractor shall comply with section 445.007(10), Florida Statutes, and with any policy promulgated in accordance with section 445.007(10) by CareerSource Florida, Inc., and the SFWIB. The Contractor shall not purchase with state or federal funds any food, beverage or dining activity. This prohibition does not affect reimbursements for meals consistent with any SFWIB approved travel policy. State and federal funds may be used to provide food, beverage or dining activities for workforce youth programs (those programs defined as "youth programs" under state or federal law) provided that participants are not reimbursed in excess of the state per diem amounts for the specific meal, or if contracted for by the SFWIB, that such expenditures for all food and beverage per person per meal (including any associated costs such as, but not limited to, sales tax and service) shall not exceed those amounts stated in section 112.061 (6)(b), Florida Statutes.

L. EXPENDITURE FOR TRAVEL EXPENSES

The Contractor shall comply with section 112.061, Florida Statutes, and with any policy promulgated in accordance with 112.061 by Workforce Florida, Inc., and the SFWIB. The statute and related policies contain specific guidelines with respect to authorization to incur travel expenditures, meals while on travel status, per diem allowances, allowed transportation expenditures, lodging, expense reimbursements and the use of travel advances. A copy of the State approved Travel Manual is available upon request and is posted on the DEO website at: www.floridajobs.org.

M. 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).

N. CONSTRUCTION AND RENOVATION OF FACILITIES USING FEDERAL FUNDS

The Contractor shall not use federal funds for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

O. 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).

P. 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).

END OF ARTICLE IV

ARTICLE V

ASSURANCES AND CERTIFICATIONS

A. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requires that covered entities have and apply appropriate sanctions against members of their workforce who fail to comply with privacy policies and procedures of the entity or the requirements of 45 CFR § 164.530 (e) (1). Accordingly, it is the intention of the SFWIB to seek to ensure the confidentiality and integrity of consumer or employee Protected Health Information ("PHI") as required by law, professional ethics, and accreditation or licensure requirements.

Any person or entity that performs or assists the SFWIB with a function or activity involving the use or disclosure of Individually Identifiable Health Information ("IIHI") and/or PHI shall comply with HIPAA and the Miami-Dade County Privacy Standards Administrative Order (AO 10-11). HIPAA mandates privacy, security and electronic transfer standards which include but are not limited to:

1. Use of information only for performing services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent unauthorized disclosures;
3. Reporting to the SFWIB of any unauthorized use or disclosure;
4. Assurances that any agents and subcontractors of Contractor agree to the same restrictions and conditions that apply to the Contractor and provide reasonable assurances that IIHI/PHI will be held confidential;
5. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
6. Making PHI available to the SFWIB for an accounting of any authorized and unauthorized disclosures; and
7. Making all internal practices, books and records related to PHI available to the SFWIB for compliance audits.

PHI shall be maintained in its protected and confidential status regardless of the form or method of transmission (paper records, and/or electronic transfer of data). The Contractor shall give its customers written notice of its privacy information practices including, specifically, a description of the types of uses and disclosures that may be made with PHI.

Customer and employee PHI shall be regarded as confidential and may not be used or disclosed except to authorized persons for authorized purposes. Access to PHI shall only be permitted for direct customer care, approved administrative or supervisory functions or with approval of the appropriate Contractor staff designated as the Privacy Officer, Executive Director or Human Resource Director of the Contractor.

B. RELATED PARTY CONTRACTS

The Contractor shall comply with the requirements of the Reimagining Education and Career Help (REACH) Act, Chapter 2021-164, Laws of Florida (House Bill 1507) as specified in Attachment 5 (The Florida Department of Economic Opportunity Memorandum dated July 1, 2021) attached hereto and incorporated herein by reference. The Contractor shall provide a completed Disclosure and Certification of Conflict of Interest in a Contract, Attachment 9.

C. 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 6.

D. CERTIFICATION REGARDING LOBBYING - FLORIDA STATUTE

The Contractor shall comply with the provisions of Sections 11,062 and 216,347, Florida Statutes, which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

E. 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 7, inclusive of the certification required in this section.

F. 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 7, inclusive of the certification required in this section.

G. 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 7, inclusive of the certification required in this section.

H. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

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:

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) 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;
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 41 CFR 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. The Contractor shall provide a completed Assurances and Certifications, Attachment 7, including the assurances required by this section.

I. 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 inform the SFWIB immediately upon any change of circumstances regarding this status. The Contractor shall provide a completed Assurances and Certifications, Attachment 7.

J. SARBANES-OXLEY ACT OF 2002

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:

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).
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).

The Contractor shall provide a completed Assurances and Certifications, Attachment 7, inclusive of the assurance required by this section.

K. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE

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 7, inclusive of the assurance required by this section.

L. SCRUTINIZED COMPANIES

The SFWIB's agreement with the Florida Department of Economic Opportunity provides:

If the [SFWIB] enters into a contract in the amount of \$1,000,000 or more, in accordance with the requirements of section 287.135, Florida Statutes, the [SFWIB] will obtain a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemptions as provided in section 287.135(4), Florida Statutes. The Contractor shall provide a completed Assurances and Certifications, Attachment 7, certifying the Contractor's compliance with this section, or Exhibit J, Annual Certification, as applicable.

M. DISCRIMINATORY VENDORS

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:

1. Submit a bid on a contract to provide any goods or services to a public entity;
2. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
3. Submit bids on leases of real property to a public entity; or
4. Be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or transact business with any public entity.

The Contractor shall provide a completed Assurances and Certifications, Attachment 7, certifying the Contractor's compliance with this section.

N. 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.

O. 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.

P. 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.

Q. CHILD LABOR LAWS

The Contractor shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Contract or modifications hereto.

R. 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.

S. 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 MOB funded services, the intermediate organization must ensure that there is compliance with the Charitable Choice statutory provisions and these regulations.

T. VETERANS' 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.

U. 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).

V. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT 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.

W. ASSURANCES - NON-CONSTRUCTION PROGRAMS

The Contractor shall provide a completed Assurances - Non-Construction Programs, Attachment 8.

X. 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 8.

Y. COMPLIANCE WITH THE HATCH ACT

The Contractor shall comply with the 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, if applicable. The Contractor shall provide a completed Assurances Non-Construction Programs, Attachment 8.

Z. 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 8.

AA. 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 8.

BB. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 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 a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. The Contractor shall provide a completed Assurances Non-Construction Programs, Attachment 8.

CC. 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.

DD. FAR DEVIATION CLAUSE

Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors

ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION)

(a) *Definition.* As used in this clause -
United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and

(5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) *Authority.* This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) *Compliance.* The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <http://www.saferfederalworkforce.gov/contractors>.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph, in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

Contractor agrees to abide by this subsection so long as the requirements do not run contrary to State Law.

END OF ARTICLE V

SIGNATORY FORM

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

AUTHORIZED SIGNATURES FOR: The School Board of Miami-Dade County, Florida
PROGRAM ENTITLED: "Summer Youth Internship Program"
CONTRACT NUMBER: WS-YI-SF-FY22-21-00
CPIA NUMBER: TANT: 90.550

(These Signatures shall be the same as those names that appear in the List of Authorized Signatures Provided in the Operational Documents on file with the South Florida Workforce Investment Board)

(For Use Only When Contractor Is a Corporation)

1a.  1b. _____
Signature of President or Vice-President

2a. 6/30/2023 2b. _____
Date Date

3a. Jose L. Bueno 3b. Designee 3c. _____
Typed Name of President or Vice-President

4a. Superintendent of Schools 4b. _____
Full Title of President or Vice-President

5a.  5b. _____
Signature of Person Attending
Signature that Appears on Line 1a

5c.  5d. _____
Signature of Person Attending
Signature that Appears on Line 1b

 Approved
Digitally signed by William A. Lopez
Date: 2023.06.24 11:03:00 -0500

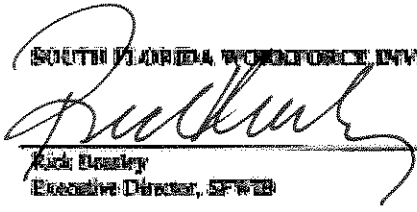
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
 7/10/23
Rick Hensley Date
Executive Director, SFWIB

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Exhibit I - Contract Invoice


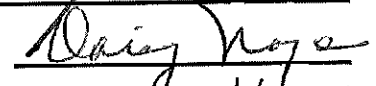
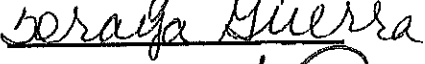
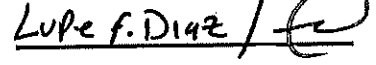
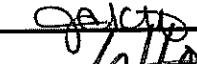
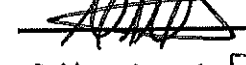
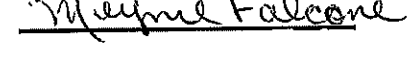
Exhibit J – Annual Certification

AGENCY: The School Board of Miami-Dade County, Florida DATE: May 31, 2023

ORGANIZATIONAL RESPONSIBILITIES

Provide the names(s) and telephone number of the person(s) who has been designated the responsibility within the following areas:

POSITION	NAME	TELEPHONE NUMBER & E-MAIL
<u>Chairman of the Board</u>	<u>Ms. Maria Teresa Rojas</u>	<u>305-995-1334 maritererojas6@dadeschools.net</u>
<u>Chief Executive*</u>	<u>Dr. Jose L. Dotres</u>	<u>305-995-2940 JDotres@dadeschools.net</u>
<u>Project Director</u>	<u>Dr. Lupe Diaz</u>	<u>305-693-3030 lupediaz@dadeschools.net</u>
<u>Affirmative Action Officer</u>	<u>Ms. Nicole B. Rutherford</u>	<u>305-995-1580 NRobertson@dadeschools.net</u>
<u>Personnel Officer</u>	<u>Dr. Dawn M. Baglos</u>	<u>305-995-7260 Dbaglos@dadeschools.net</u>
<u>Fiscal Management Officer</u>	<u>Mr. Ron Y Steiger</u>	<u>305-995-1205 RSteiger@dadeschools.net</u>

	Name	Signature
• Person Authorized to Sign Contract(s) according to Corporate/ Board Resolution	<u>Dr. Jose L. Dotres</u>	<u></u>
• Persons Authorized to Sign Invoicing Packages and Procurement Requests (Finance Manager or above)	<u>Ms. Daisy Naya</u>	<u></u>
	<u>Ms. Soraya Guerra</u>	<u></u>
	<u>Dr. Lupe Diaz</u>	<u></u>
• Persons Authorized to Pick Up Emergency Payments/Checks	<u>Ms. Jeannette Claro</u>	<u></u>
	<u>Mr. Christian Carranza</u>	<u></u>
	<u>Ms. Meyme Falcone</u>	<u></u>
• Person(s) Authorized to Sign and/or Pick Up Other Relevant Documents		

*Specify Title: President, CEO, Mayor, City Manager, Superintendent, etc. as applicable

• FASCIMILE SIGNATURES REQUIRED: **MUST BE BONDED**

SCOPE OF SERVICES FY'2022-2023

Program Description

Miami-Dade County (County), The Children's Trust (The Trust), The School Board of Miami-Dade County, Florida (M-DCPS), the Foundation for New Education Initiatives, Inc. (Foundation), the Educational Federal Credit Union (Ed-Fed) and the South Florida Workforce Investment Board d/b/a CareerSource South Florida (CareerSource), are partnering to provide a countywide Summer Youth Internship Program (SYIP or Program), collectively referred to as the "Partners".

The County, The Trust, and CareerSource, shall fund the Program. M-DCPS and the Foundation shall operate the Program and provide in-kind services and support. Specifically, M-DCPS shall manage the distribution of participant stipends through Ed-Fed – The Educational Federal Credit Union and employ thirty-six (36) instructional supervisors, two (2) program assistants, and one (1) program administrator. Instructional supervisors shall interact with interns, provide guidance, assist in resolving problems, and ensure interns' success in the Program. Further, instructional supervisors shall have a minimum of two (2) contacts with each Intern over the five-week Program and serve as liaisons to develop and maintain positive relationships with internship providers, educational professionals, and other organizations to ensure the success of the Program. Additionally, M-DCPS shall provide in-kind support for a program administrator for the duration of the Program. This individual will lead efforts in disseminating Program information to schools, businesses, and parents participating in the Program.

During the summer of 2022, 3,484 students applied to participate in the SYIP and 2,729 interns completed the Program, of which 887 were funded by the SFWIB. In 2023, a maximum of up to 1,030 youth are expected to be funded by the SFWIB under this Agreement. Said youth will be recruited through Miami-Dade County Public and Charter Schools for enrollment in the SYIP. Reasonable efforts will be made to enroll an equal number from each county commission district. Interns will work approximately thirty (30) hours per week for a maximum of one-hundred fifty (150) hours for the duration of the Program and receive a stipend of \$1,500.00 over a period of five (5) weeks. In addition to receiving a stipend, interns earn a high school course credit and may be given the opportunity to earn college credits. Additionally, the Program shall maintain an intern to staff ratio of 1:50 for typically developing youth and 1:10 ratio for youth with disabilities.

Internships may be completed using web-based platforms in a project-based work environment. If this scenario is pursued, the start and end dates of the Program will remain.

Said contingency plan is not exhaustive nor final and may change.

Target Population, Recruitment, and Data Requirements

Youth between the ages of 15 and 18 who are currently enrolled in Miami-Dade County Public or Charter Schools and reside in Miami-Dade County shall be recruited for participation in the Program. The Program shall be open to the general student population. Students in magnet programs, academies or other educational or vocational programs shall not be given preferential treatment for enrollment in or notice of the Program. All Program slots funded by the SFWIB under this Agreement shall be filled by children receiving free and/or reduced priced meals. In addition,

recruitment efforts will place an emphasis on at-risk youth, who for purposes of the SYIP are defined as, but not limited to, English language learners, and youth who are truant. For purposes of this agreement a youth is considered truant if the youth has accrued in excess of twenty unexcused absences during the school year. Other targeted/priority populations include youth currently in the foster care system and youth, up to age 22, who are transitioning out of the foster care system, and Exceptional Education Students (ESE) students on extended diploma option.

As further provided herein, M-DCPS agrees to employ uniform recruitment efforts and employment opportunities. To that end, M-DCPS shall employ identical recruitment efforts and utilize the same type of advertisement at every M-DCPS and Charter school that serves eligible youth. M-DCPS shall include information pertaining to student enrollment in the first interim report and final report. Specifically, the reports shall include: (1) a description of the outreach efforts made at each school; (2) the number of students from each school that applied to the Program; (3) the number of students selected from each school; (4) the number of students participating in the program who are in a magnet program, academy or other educational or vocational program and the identity of same; (5) the number of students participating in the program who attend charter schools; and (6) the number of students participating in the program who receive free and/or reduced priced meals.

Outreach and Public Awareness Campaign

By the acceptance of funds under this Agreement, M-DCPS agrees that events funded pursuant to this Agreement shall recognize the County, The Trust, and the South Florida Workforce Investment Board as funding sources. M-DCPS and the Foundation shall ensure that all publicity, public relations, advertisements and signs recognize the County, The Children's Trust and the South Florida Workforce Investment Board, for supporting all contracted activities, where possible. This includes all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationeries. The use of the County's, The Children's Trust's and the South Florida Workforce Investment Board's official logos is permissible. M-DCPS and the Foundation shall ensure that all media representatives, when inquiring about the activities funded or supported by this Agreement, are informed that the County and the South Florida Workforce Investment Board are funding sources and the County, The Children's Trust and the South Florida Workforce Investment Board are partners in the collaborative effort to establish the Summer Youth Internship Program.

M-DCPS shall promote SYIP Program within all M-DCPS and participants in the program such as Charter Schools by providing the following:

1. Announcements sent to School Champions at schools via email and/or TEAMS group;
2. Daily public address school announcements with a sample script provided by M-DCPS;
3. Community presentations (Beacon Council, etc.) to encourage participation by local businesses.

Intern Applications and Screenings

Interns recruited for the SYIP will be directed to sign up for the internship selection pool using <https://miamiinterns.org/>. This online resource allows for the universal screening of all potential applicants. All youth must reside in Miami-Dade County, be enrolled in M-DCPS or Charter

Schools, and must be eligible to work in the United States. Interns are expected to commit for the duration of the entire Program and complete all required academic course work.

1. **Verification**—M-DCPS must verify each youth’s eligibility to participate in the Program utilizing the **TANF SYEP Eligibility/Screening Form (Attachment 1)**, attached hereto and incorporated herein as **Attachment 1**, prior to the youth’s enrollment in the SYIP using SFWIB funding. Proof of verification must be maintained in the youth’s file before services are provided. Documentation will be required to prove the youth’s age, identity, and Temporary Assistance to Needy Families (TANF) eligibility (free and/or reduced priced meals). Such documentation will be established utilizing the Student Information System (DSIS) database print out to be provided by Miami-Dade County Public Schools and Miami-Dade Charter Schools.
2. **Registration**—M-DCPS shall obtain and maintain completed TANF SYEP Eligibility/Screening Forms, verification of the information provided on the screening form, and determination that the participant meets eligibility criteria. Registration is the process of collecting information to support the determination of eligibility.
3. **Intake and Eligibility Determination**—All youth participating in the SYIP must:
 - Be between the ages of 15-18 and up to 22, if they are transitioning out of the foster care system or are students with disabilities on extended diploma option. Youth with disabilities are defined in Exceptional Student Education Policies and Procedures, which is approved by the Florida Department of Education and The School Board of Miami-Dade County, Florida;
 - Be a resident of Miami-Dade County;
 - Be a citizen of the United States or an eligible non-citizen who is authorized to work by the Immigration and Naturalization Service; and
 - Be TANF eligible under Summer Employment Program Guidelines (**TANF SYEP Eligibility/Screening Form** completion); and under Purpose 2 eligible for free and/or reduced priced meals. Under TANF a “family” as defined for the use of TANF funds, must include a pregnant individual or a parent with one or more minor children or a caretaker

with one or more minor children. Note: Minor children means a child living at home with the parent or caretaker, or less than nineteen years of age if the child is a full-time student in a secondary school or at the equivalent level of vocational or technical training and does not include anyone who is married or divorced. TANF eligible families can be:

- Applicants (which means that they are applying to receive cash assistance);
- Current participants (which means they are currently receiving cash assistance);
- Former participants and currently earning up to two-hundred percent (200%) of the poverty level;
- Eligible families who have never been on cash assistance are TANF eligible as described above and are earning up to two-hundred percent (200%) of the poverty level; or
- A non-custodial parent of a child who is TANF eligible.

Purpose 2 is intended to “end the dependence of needy parents on government benefits by promoting job preparation, work and marriage.” This could apply where the youth program (such as an after-school or summer program) provides a supportive service, such as childcare, that enables the parents of its participants to work or prepare for work.

M-DCPS shall be responsible for TANF eligibility determination and verification, collection of all required documentation, completion of all necessary eligibility documents and maintenance of documentation.

The following must be completed by the parent or legal guardian of the youth on the **TANF SYEP Eligibility/Screening Form (Attachment 1)**:

- The Top portion of the **TANF SYEP Eligibility/Screening Form** that requires entry of the youth (student), name and social security number.
- The Demographic Information section that requires entry of the family size, date of birth, age, sex, street address, city, state, zip code, and telephone number. Information regarding Race is not required for the **TANF SYEP Eligibility/Screening Form**; therefore, in the OSST database, M-DCPS will indicate “Other” for Race.
- The Eligibility Criteria Section-**Purpose 2**: Reduce the dependency of needy parents by promoting job preparation, work, and marriage, must be checked **Yes**.
- Upon verification, check the **Eligibility Criteria** box indicating the Youth’s family income does not exceed 200% of the Federal Poverty Level (FPL).
- **Documentation: Only check the Free/Reduced-price Lunch box.**
- Privacy Act Statement-the parent or legal guardian **must initial the first or second statements and third statements in this section.**

- The **parent or legal guardian must sign and date the form and the M-DCPS assigned staff must print, sign, and date the form under RWB (Regional Workforce Board) Designee.**
- The supporting documentation must be included for all completed **TANF SYEP Eligibility/Screening Forms. The print out from Miami-Dade County Public Schools using the DSIS screen should be utilized as verification that the participant is receiving free and/or reduced lunch.**

Insurance

All interns are required to have voluntary student accident insurance prior to the start of the internship. M-DCPS shall verify whether an intern has the appropriate insurance. If an intern does not have insurance, M-DCPS may utilize funding provided in the budget to pay for an intern's insurance. This insurance covers school-based activities including summer programs. M-DCPS shall disseminate this information to parents and potential interns during the Parent Information Sessions.

Stipends

Each Intern:

1. Is eligible to receive \$1,500.00 over the five-week period for participation in the Program;
2. Is required to report to the internship assignment approximately 30 hours per week; and
3. Must meet specific educational requirements during the summer.

The \$1,500.00 stipend will be distributed in two subsequent payments of \$750.00 each.

Depending on duration and scheduling of program, the aforementioned payment may be combined and replaced with a single stipend payment of \$1,500.00 or two stipends totaling \$750.00 each based on hours completed in the program.

These funds are distributed via direct deposit through collaboration Ed-Fed – The Educational Federal Credit Union and the M-DCPS. The credit union account must be opened no later than June 5, 2023 or the incidental stipend could be delayed. M-DCPS will compile and maintain a list for each funding source that will display all of the interns supported by said funding source. M-DCPS will use these lists when transmitting stipend payment information to Ed-Fed to ensure proper allocation across funding streams.

Parent Information Sessions

M-DCPS shall offer four virtual parent information sessions for the parents/guardians of potential interns. These sessions provide an overview of the SYIP, outlines Program requirements and expectations of the interns upon selection, which includes intern stipend amount, credit union account information, pre-internship course, Program schedule and assignments, accessing Miamiinterns.org, and accessing and using the M-DCPS Student Portal and/or Charter school resources.

Internship Providers’ Screenings and Information Session

Internship providers are required to register and enroll through <https://miamiinterns.org/>. This online resource allows M-DCPS personnel to screen potential internship providers. After the screening process and selection to participate in the Program, an information session will be held to brief internship providers on the Program including expectations, anticipated outcomes, student stipends, timeline, course assignments, accessing Miamiinterns.org, satisfaction survey and intern performance evaluations. Once approved, using information provided by the youth and M-DCPS personnel, internship providers will be able to screen, interview and select Program participants for internship opportunities.

Program Timeline

Month	Activity
March 28,2023	SYIP launched and https://miami.getmyinterns.org/ opened for students to sign up.
March 2023	Internship providers and program staff (instructional supervisors, program administrators and program assistants) to be recruited.
May 2023	Parent information sessions to be conducted.
May 27, 2023	Last day student applications to the Program accepted.
May 2023	Potential interns attend information sessions.
/June 2023	Internship provider information sessions will be conducted.
May/June/July 2023	Intern interviews and placements, instructional supervisor assignments and insurance enrollment verification.
July 3, 2023	Summer Youth Internship Program Begins
August 7, 2023	End of Internship Experience. Program wrap-up, surveys and assignments.
August 30, 2023	All timesheets and electronic reports must be delivered to CareerSource South Florida-Youth Programs, located at 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234 at the end of the program, for validation and payment processing.

September 30, 2023	Final Program Report, Presentation of Survey and SYIP Program Outcomes
--------------------	--

Reporting Requirements

M-DCPS must complete the data entry (One-Stop Service Tracking (OSST)) for all interns in order to be reimbursed for services.

Data Entry Deadline Table for activities from July 3, 2023 through August 7, 2023:

Benchmark	Purpose	Dates
Benchmark 2	Orientation/Eligibility	Must be completed at time of enrollment
Benchmark 3	Pre-Employability Skills Workshops	Must be completed at time of enrollment
Benchmark 4	Required employment wrap-up session	Must be completed not later than 7/30/2023

M-DCPS shall ensure all youth receive stipends on the following pay dates:

- July 20, 2023; and
- August 10, 2023.

All payments will be disbursed based on the number of hours worked. If an intern does not complete approximately thirty (30) hours per week, an adjustment will be made with the final disbursement of payment for each closeout period, to reflect the hours worked, not to exceed one-hundred and fifty (150) total program hours.

Where a youth does not continue in the program, M-DCPS may place another youth in the internship, to utilize the remainder of the funds budgeted for hours worked.

Payment for stipends and hours worked from July 3, 2023 through August 7, 2023:

- Upon completion of Orientation/Eligibility, OSST data entry by the required due date, and the submission of documentation and verification, Pre-Employability Skills Workshops, OSST data entry by the required due date, and submission of documentation and verification, CSSF will reimburse Miami- Dade County Public Schools up to \$750.00 for the hours worked by the eligible youth.
- Upon completion of Required Employment wrap-up session, OSST data entry by the required due date, and submission of documentation and verification, CSSF will reimburse Miami-Dade County Public Schools for the remainder of the up to, \$1,500.00 for the hours worked by the eligible youth.

Intern Demographics – Student Participation

M-DCPS shall report the following demographic information for both M-DCPS and Charter School youth separately to the SFWIB, the County and TheTrust:

1. Identify all schools that students participating in the Program attended during the 2022-2023 school year.
2. # of students from each school who participated in the Program.
3. # of students from each commission district in Miami-Dade County who participated in the Program.

Final Report –due September 30, 2023 and shall include the following:

1. The number of students who completed the program
2. Completion rate
3. The number of students who applied
4. The number of students who are dual enrolled
5. The number of participating companies
6. The number of community service hours worked, if applicable
7. Student demographics (race, age, gender)
8. The number of students with disabilities
9. Student count by county commission and school board districts
10. Employer count by county commission and school board districts

Quantity Measures– “How much will we do?”

M-DCPS shall report the following performance quantity measures to the SFWIB and the County:

1. Description of the outreach efforts made at each school
2. The number of youth who applied to the Program
3. Name of school each youth applicant attends
4. # of youth interviewed by Program internship providers
5. # of youth hired for summer internship
6. # of youth selected from each school and the identity of the schools they attend
7. # of youth participating in the Program who are in a magnet program, academy or other educational or vocational program and the identity of said magnet program, academy or educational or vocational program
8. # of youth who completed the Program
9. # of youth who earned high school credit
10. # of youth who earned college credit
11. # of youth who receive free and/or reduced priced meals

Quality Measures– “How well will we do it?”

M-DCPS shall report the following performance quality measures to the SFWIB, theCounty and The Trust.

Quality Measure (e.g., #/% of participants satisfied with the Program)	Measurement and Reporting Tool	Timing (e.g., After completion of XX activity)
#/% of youth satisfied with Program	Satisfaction survey	At completion of the Program
#/% of internship providers satisfied with services provided	Satisfaction survey	At completion of the Program
#/% of instructional supervisors that are satisfied with Program	Satisfaction survey	At completion of the Program

Outcomes - Is Anyone Better Off?

M-DCPS shall report the following performance quality measures to the SFWIB, the County and The Trust.

Outcome and Target %	Participants to be Measured	Data Source/ Measurement Tool	Meaningful Improvement	Timing
85% of youth improve employability skills	Youth	Online Internship Program Competency Tool	Participants will meet the outcome with a course pass rate of 70% or higher	Multiple lessons will be completed throughout the program but course will be completed before program end date
85% of youth earn high school academic credit	Youth	Miami-Dade County Public Schools and Charter Schools Grade Book	Participants will meet the outcome with a course pass rate of 70% or higher	At completion of Program

SYIP interns with disabilities will use the online internship program competency tool with adaptations provided by ESE instructors, as needed.

BUDGET REVIEW

CONTRACTOR: The School Board of Miami-Dade County, Florida

TITLE: Summer Youth Internship Program (SYIP) INDEX: 52221
(04/01/23 to 09/30/23)

CONTRACTS UNIT REVIEW

Contracts Manager Assigned: Fernando Odio Date Submitted: 5/19/23

PY'22 NEW Budget Corrected
TANF.....\$2,000,000
Total.....\$2,000,000

Comment(s): Reference revised award letter dated 6/26/23. The budget is split into two time periods: 4/1/23-6/30/23 and 7/1/23-9/30/23. This correction deletes the Champions line item.

This Budget was reviewed for reasonable projection of expenditures by:

Contracts Manager's/Administrator's Signature: Fernando Odio Date Signed: 08/18/23

- Initial Budget/Contract
- Budget Modification/Contract Modification
- Quarterly Budget Modification (no Contract Modification)
- 15% Variances Approval Letter Required

FINANCE UNIT REVIEW AND APPROVAL

Please route in order to the following:

1. Reviewed and Posted to Books by Accountant: Brandi Fucini 8/21/23
2. Reviewed for Support Services: Michelle Updegraff 8/29/23 WPM's Adjustments
MTCOR 8/22/23
3. Reviewed by Assistant Controller: [Signature] 8/23/23
4. Indirect Cost Rate/Cost Allocation Plan Budgeted costs verified by: [Signature]

Approved by Finance
5. Assistant Director's Signature: [Signature] Date Signed: 8/23/23

Routing after Final Assistant Director's approval: to accountant to scan and original to Contracts.

Comment(s): _____ Revised 06/11/20

Organization Name: Miami-Dade County Public Schools - Traditional Schools
Subcontractor Name: Career Source South Florida
Contract Period: 4/1/2023 - 6/30/2023

Areas in Blue to be completed by the Agency

		Program Allocation		Justification
SALARIES AND WAGES				Provide justification in each line by Program Period. For all line items, show the calculations used to determine the amounts requested.
Position Name		Percent	Amount	
Full-Time Employees				
Program Administrator-In-kind	1	15%	26,215	Justification/Calculations: In-Kind Program Administrator @ 15% for 65 days (April 1st through June 30st, 2023) @ daily rate of \$403.30
Instructional Supervisors	22		✓ 46,170	Justification/Calculations: \$45/hr. x 30 hrs/week x 1 week , plus 4 days x 22 positions (19 positions funded by CareerSource and 3 positions funded by MDCPS)
Instructional Supervisors SPED	14		✓ 24,300	Justification/Calculations: \$45/hr. x 30 hrs/week x 1 week plus 4 days x 14 positions (10 positions to be funded by CareerSource and 4 positions to be funded by MDCPS)
Program Administrator	1		✓ 2,571	Justification/Calculations: \$1,428.57 per wk (5 days@ \$285.714*1 employee =\$1,428.57) 1 week plus 4 days for a total of 9 days total \$2,571
Program Assistants	2		✓ 5,760	Justification/Calculations: \$15/hr. x 40 hrs. week x 4 weeks and 4 days x 2 positions= \$5,760 Source of Match:
Full-Time Total		0.0	✓ \$78,801	
5001	TOTAL FTEs/SALARIES		1.0	\$78,801
FRINGE BENEFITS				
Fica/Mica	Rate:	7.65%	✓ 6,028	Justification/Calculations: \$69,081 x 7.65% = \$5,285
W-Compensation/liab./	Rate:	2.60%	✓ 2,049	Justification/Calculations: \$69,081 x 2.6% = \$1,796.
Reemployment	Rate:	0.00%	0	
Retirement	Rate:	12.94%	✓ 10,197	Justification/Calculations: \$69,081 x 12.94% = \$8,939.
Other				
Voluntary Ins.	Cost per Student:	\$14.00	223 ✓ \$3,122	Approximately 223 students @ \$14 = \$3,122
Life Ins.	Cost per Staff:	\$0.00	\$0	
5054	TOTAL FRINGE BENEFITS		✓ \$21,396	

Organization Name: Miami-Dade County Public Schools - Traditional Schools
Subcontractor Name: Career Source South Florida
Contract Period: 4/1/2023 - 6/30/2023

Areas in Blue to be completed by the Agency

	Program Allocation	Justification Provide justification in each line by Program Period. For all line items, show the calculations used to determine the amounts requested.
OPERATING EXPENSES:		
5557 Pre-internship course	✓ 7,980	Justification/Calculations: @ \$95 * 84 participants
5224 Parent Orientations	✓ 1,680	Additional participants and staff attending Parent orientations for Charter Schools @ \$20 per participant for 84 participants (84*\$20=\$1,680)
5557 Bulb e-portfolio	✓ 210	Justification/Calculations: E-portfolio is used by all SYIP interns to document their assignments for their academic grades @ \$2.50 * 84 participants
5221 Supplies	✓ 1,042	Justification/Calculations: Supplies, like USBs for teachers to collect students assignments, file folders, folder bins, paper and other supplies to support program) @ \$12.41 per participant. for 84 participants (\$12.41*84=\$1,042)

Organization Name: Miami-Dade County Public Schools - Traditional Schools
Subcontractor Name: Career Source South Florida
Contract Period: 4/1/2023 - 6/30/2023

Areas in Blue to be completed by the Agency

		Program Allocation	Justification
			Provide justification in each line by Program Period. For all line items, show the calculations used to determine the amounts requested.
5231	Promotional materials	✓ 21,000	Justification/Calculations: Includes pullup banners, promotional items for recruitment purposes and handouts for recruitment. (Average cost of \$20.71 per intern $\$20.71 \times 1014 = \$21,000$) *
TOTAL OPERATING EXPENSES:		✓ \$31,912	
5780	Administrative/Indirect Costs 3.70%	✓ 4,888	Justification/Calculations: $\$132,109 \times 3.70\% = \$4,888$ (Indirect cost rate as approved by our cognizant agency FLDOE)
TOTAL BUDGET		136,998	
TOTAL PROGRAM COST April 1st - June 30st (REQUESTED FUNDING AND MATCH)			

Organization Name: Miami-Dade County Public Schools - Traditi
Subcontractor Name: Career Source South Florida
Contract Period: 7/1/2023 - 9/30/2023

Areas in Blue to be completed by the Agency

Position Name	Program Allocation		Justification Provide justification in each line by Program Period. For all line items, show the calculations used to determine the amounts requested.
	Percent	Amount	
Full-Time Employees			
Program Administrator	1	15%	Justification/Calculations: Program Administrator @ 15% for 65 days (July 1st through September 30st, 2021) @ daily rate of \$403.30
Instructional Supervisors	22		26,215.00 ✓ 133,380 Justification/Calculations: \$45/hr. x 30 hrs/week x 5 weeks plus 1 day x 22 positions (19 positions to be funded by CareerSource and 3 positions to be funded my MDCPS)
Instructional Supervisors ESE	14		✓ 70,200 Justification/Calculations: \$45/hr. x 30 hrs/week x 5 weeks , plus 1 day x 14 positions (10 positions to be funded by CareerSource and 4 positions by MDCPS)
Program Administrator	1		✓ 7,429 Justification/Calculations: \$1,428.57 per week-5 weeks and 3 days@\$285.714 per day x 1 employee = \$8,000 Source of Match:
Program Assistant	2		✓ 6,240 Justification/Calculations: \$15/hr. x 40 hrs. x 5 weeks and 1 day x 2 positions)= \$6,240 Source of Match:
Full-Time Total		0.0	\$217,249
Part-Time / Seasonal Employees			
Participant Stipends		100%	1,521,000 Justification/Calculations: \$1,500 stipend x 1,014 interns = \$ 1,521,000. Students will work approximately 30 hrs a week for a total of 150 hrs. Adjustments will be calculated on the last payment. 930 Traditional school interns and 84 Charter Schools interns)
Part-Time Total		1.0	\$1,521,000
TOTAL FTEs/SALARIES		1.0	\$1,738,249
FRINGE BENEFITS			
Fica/Mica	Rate: 7.65%		✓ 16,620 Justification/Calculations: \$189,169 x 7.65% = \$14,471.
W-Compensation, Unemployment and Liability Insurance	Rate: 2.75%		✓ 5,974 Justification/Calculations: \$189,169 x 2.75% = \$5,202.
Retirement	Rate: 14.72%		✓ 31,979 Justification/Calculations: \$189,169 x 14.72% = \$27,846.
Other			
Voluntary Ins.	Cost per Student: \$14.00	0	\$0
Life Ins.	Cost per Staff: \$0.00		\$0

5001

5054	TOTAL FRINGE BENEFITS		✓ \$54,573	
OPERATING EXPENSES:				
	Constant Contacts		✓ 420	Justification/Calculations: Communication software used to communicate with students via text or email @ \$5 per participant for 84 participants (84*\$5=\$420) Source of Match:
5406	Printing		✓ 2,442	Justification: Handbooks for students and employers, certificates for students and employers @ approximately \$29.07 per participant, for 84 participants (\$29.07*84=\$2,442)
5219	Web Support		✓ 2,800	Justification/Calculations: Subscription, web enhancement and technical assistance 84 participants @\$33.33 per participant=\$2,800
5229				
	Supplies. Other supplies		✓ 2,389	Supplies
5221	Other program administrative and support costs.		0	Justification/Calculations:
TOTAL OPERATING EXPENSES:				
	Administrative/Indirect Costs	✓ 3.45%	✓ 62,130	Justification/Calculations: \$1,800,873*3.45% = \$62,130 (3.45% Indirect cost rate as approved by our cognizant agency FLDOE)
5780				
TOTAL BUDGET			✓ 1,863,002	
TOTAL PROGRAM COST July 1st - September 30st (REQUESTED FUNDING AND MATCH)				

2,000,000
2,000,000
over 0

1438262
62216
1500478



careersourcesfl.com

June 26, 2023

Dr. Jose L. Dotres
Superintendent
The School Board of Miami-Dade County, Florida
1450 NE 2nd Avenue, Suite 912
Miami, Florida 33132

SUBJECT: REVISED-Letter of Intent

Dear Mr. Dotres:

This revised Letter of Intent is to notify you that the South Florida Workforce Investment Board (SFWIB) approved to allocate funding for the Summer Youth Internship Program (SYIP). Your agency was initially awarded total funding up to \$1,500,000 in Temporary Assistance to Needy Families (TANF) funds to operate the SYIP for Miami Dade County Public Schools and \$500,000 in TANF funds to operate the SYIP for Miami Dade County Charter Schools. However, due to changed circumstances, the revised approved funding allocation is \$1,765,800.00 in Temporary Assistance to Needy Families (TANF) funds to operate the SYIP for Miami Dade County Public Schools and \$234,200.00 in Temporary Assistance to Needy Families (TANF) funds to operate the SYIP for Miami Dade County Charter Schools.

The total funding allocated for the SYIP is an amount up to \$2,000,000. The effective period for the funding allocation is from April 1, 2023 to September 30, 2023 pursuant to the terms contained herein.

The Contractor agrees to render services in a manner deemed satisfactory to the SFWIB, in its sole discretion, and in accordance with the Statement of Work and Program Design and Service Delivery, attached hereto and incorporated herein, respectively, as Exhibit A.

Modifications to Exhibit A, Statement of Work, shall not be effective until approved, in writing, by the SFWIB.

The Contractor agrees to accept the funding identified herein, pursuant to the terms and conditions included in Exhibit A, Statement of Work.

info@careersourcesfl.com
7300 Corporate Center Drive, Suite 500
Miami, Florida 33125
P: 305-594-7616 | F: 305-470-5829

Dr. Jose L. Dantes
The School Board of Miami-Dade County, Florida
June 26, 2023
Page 2 of 3

The Contractor and the SFWIB agree this revised Letter of Intent will be replaced by a duly executed contract within 45 calendar days from the date of transmittal. Failure to submit documents identified below within the specified timeframe may result in a disallowance of the expenditure made and/or cost incurred by the Contractor, which shall be determined by the SFWIB in its sole discretion.


- Signed contract, operational documents, budgets, and indirect cost rate proposal within 45 calendar days.

Please submit the following to Fernando Odio, Contracts Officer, within ten (10) days from the date of transmittal:


- E-mail budget for the amount awarded (in no event shall the budget(s) for administrative costs exceed ten percent (10%) of the Indirect Cost Rate, whichever is less).

The Contract for the Summer Youth Internship Program for Miami Dade County Public Schools and Charter Schools is forthcoming for your signature. Once executed, we will return one (1) scanned original to you. Should you have any questions or concerns, please contact the SFWIB Contracts Officer identified above.

Congratulations, on your selection to receive the funding award and we look forward to working with you to accomplish the important mission of CareerSource South Florida. Please acknowledge your acceptance of this award by signing below and returning a copy of this letter, with your signature to the Executive Office c/o Rick Bensley, Executive Director, 7300 Corporate Center Drive, Suite 500, Miami, FL 33126.

Sincerely,

Rick Bensley
Executive Director
South Florida Workforce Investment Board
d/b/a CareerSource South Florida

CONTRACTOR'S REPRESENTATIVE

Signature: 
PRINTED NAME: Jose L. Dantes TITLE: Superintendent
DATE: 6/30/2023

1/1/2023 11:43 AM

Dr. Jose J. Darias
The School Board of Miami-Dade County, Florida
June 26, 2023
Page 3 of 3

Attachments

Re: Renee Bennett, Assistant Director, SFWIB Finance
Robert Smith, Special Projects Administrator II, SFWIB/CSSF
Central File, SFWIB/CSSF

Brandi Jenkins

From: Fernando Odio
Sent: Monday, August 21, 2023 10:21 AM
To: Brandi Jenkins
Cc: Renee Bennett; Dania Roque; Kimberly Lowery
Subject: RE: MDCPS PY22 SYIP Budget

Hi Brandi, since it is an in-kind amount, it is found in a hidden column to the right of the Total.

Thanks.

**Fernando Odio
Contracts Officer**

CareerSource South Florida
7300 Corporate Center Drive, Suite 500
Miami, FL, 33126
P: 305-929-1578 | F: 305-470-5519
Fernando.Odio@careersourcesfl.com
<http://www.careersourcesfl.com>



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From: Brandi Jenkins <Brandi.Jenkins@careersourcesfl.com>
Sent: Monday, August 21, 2023 10:17 AM
To: Fernando Odio <Fernando.Odio@careersourcesfl.com>
Cc: Renee Bennett <Renee.Bennett@careersourcesfl.com>; Dania Roque <Dania.Roque@careersourcesfl.com>; Kimberly Lowery <Kimberly.Lowery@careersourcesfl.com>
Subject: RE: MDCPS PY22 SYIP Budget

Good morning,

Under the April through June portion of the budget, the salaries total line does not include the \$26,215 allocated for the program admin-in-kind.

**Brandi Jenkins
Accountant II**

CareerSource South Florida
7300 Corporate Center Dr, Suite 500
Miami, FL 33126
P: 305-929-1570 | F: 305-470-5525
Brandi.Jenkins@careersourcesfl.com
<http://www.careersourcesfl.com>

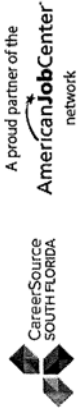
Brandi Jenkins

From: Fernando Odio
Sent: Friday, August 18, 2023 12:58 PM
To: Brandi Jenkins
Cc: Renee Bennett; Dania Roque; Kimberly Lowery
Subject: FW: MDCPS PY22 SYIP Budget
Attachments: Revised 23 08 18 MDCPS PY 22 SYIP SYIP Budget returned for corrections FO-MF (002).xlsx; MDCSB PY22 SYIP Budget Review Form corrected.docx

Hi Brandi, attached is the corrected MDCPS PY'22 SYIP Budget in which the Champions Line Item was deleted.

Thanks.

Fernando Odio
Contracts Officer
CareerSource South Florida
7300 Corporate Center Drive, Suite 500
Miami, FL, 33126,
P: 305-929-1578 | F: 305-470-5519
Fernando.Odio@careersourcesfl.com
<http://www.careersourcesfl.com>



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From: Falcone, Meyme <MFalcone@dadeschools.net>
Sent: Friday, August 18, 2023 10:53 AM
To: Fernando Odio <Fernando.Odio@careersourcesfl.com>
Cc: Robert Smith <Robert.Smith2@careersourcesfl.com>; Dania Roque <Dania.Roque@careersourcesfl.com>; Diaz, Lupe F. <lupediaz@dadeschools.net>; Carranza, Cristian <carranza1@dadeschools.net>; Kimberly Lowery <Kimberly.Lowery@careersourcesfl.com>; Travis Kelly <Travis.Kelly2@careersourcesfl.com>; Ruiz-Cintron, Awilda <awildaruiz@dadeschools.net>
Subject: RE: MDCPS PY'22 SYIP Budget

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Mr. Odio,
Please see attached revised budget removing the Champions line and allocating the funds to the printing line item.

Thank you,

Meyme Falcone
Grants Administration
(305) 995-1516

From: Fernando Odio <Ferdinando.Odio@careersourcesfl.com>
Sent: Friday, August 18, 2023 9:54 AM
To: Falcone, Meyme <MFalcone@dadeschools.net>
Cc: Robert Smith <Robert.Smith2@careersourcesfl.com>; Dania Roque <Dania.Roque@careersourcesfl.com>; Diaz, Lupe F. <lupediaz@dadeschools.net>; Carranza, Cristian <ccarranza1@dadeschools.net>; Kimberly Lowery <Kimberly.Lowery@careersourcesfl.com>; Travis Kelly <Travis.Kelly2@careersourcesfl.com>
Subject: RE: MDCPS PY'22 SYIP Budget
Importance: High

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Good morning Meyme, SFWIB will not pay the \$1,400 budgeted for Champions. The funds need to be reallocated to another line item(s). Please make corrections to the budget and return it by noon today in order to be able to process the contract today.

Thanks.

Fernando Odio
Contracts Officer

CareerSource South Florida
7300 Corporate Center Drive, Suite 500
Miami, FL, 33126.
P: 305-929-1578 | F: 305-470-5519
Fernando.Odio@careersourcesfl.com
<http://www.careersourcesfl.com>



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From: Falcone, Meyme <MFalcone@dadeschools.net>
Sent: Wednesday, August 2, 2023 3:06 PM
To: Fernando Odio <Ferdinando.Odio@careersourcesfl.com>
Cc: Robert Smith <Robert.Smith2@careersourcesfl.com>; Dania Roque <Dania.Roque@careersourcesfl.com>; Diaz, Lupe F. <lupediaz@dadeschools.net>; Carranza, Cristian <ccarranza1@dadeschools.net>; Kimberly Lowery <Kimberly.Lowery@careersourcesfl.com>; Travis Kelly <Travis.Kelly2@careersourcesfl.com>
Subject: RE: MDCPS PY'22 SYIP Budget

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Mr. Odio,

Yes please, go ahead and add to in-kind column.

Thank you,
Meyme Falcone
Grants Administration
(305) 995-1516

From: Fernando Odio <Fernando.Odio@careersourcesfl.com>
Sent: Wednesday, August 2, 2023 2:37 PM
To: Falcone, Meyme <MFalcone@dadeschools.net>
Cc: Robert Smith <Robert.Smith2@careersourcesfl.com>; Dania Roque <Dania.Roque@careersourcesfl.com>; Diaz, Lupe F. <lupediaz@dadeschools.net>; Carranza, Cristian <ccarranza1@dadeschools.net>; Kimberly Lowery <Kimberly.Lowery@careersourcesfl.com>; Travis Kelly <Travis.Kelly2@careersourcesfl.com>
Subject: RE: MDCPS PY'22 SYIP Budget

CAUTION: This email originated outside of dadeschools.net. Do not click on links or attachments unless you are expecting the email or recognize the sender and know the message is safe.

Hi Meyme, quick clarification: Both budgets, dated 4/1/23 to 6/30/23, and 7/1/23 – 9/30/23 include the Program Administrators salary amounts of \$26,215. Since both amounts are in-kind per your 7/27/23 email, they should not be shown in the Program Allocation column. Rather, they belong in a column named In-Kind. If so, please let me know and I'll move the amounts to a separate, In-Kind column.

Thanks.

Fernando Odio

Contracts Officer
CareerSource South Florida
7300 Corporate Center Drive, Suite 500
Miami, FL, 33126
P: 305-929-1578 | F: 305-470-5519
Fernando.Odio@careersourcesfl.com
<http://www.careersourcesfl.com>



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From: Falcone, Meyme <MFalcone@dadeschools.net>
Sent: Thursday, July 27, 2023 12:03 PM
To: Fernando Odio <Fernando.Odio@careersourcesfl.com>
Cc: Robert Smith <Robert.Smith2@careersourcesfl.com>; Dania Roque <Dania.Roque@careersourcesfl.com>; Diaz, Lupe F. <lupediaz@dadeschools.net>; Carranza, Cristian <ccarranza1@dadeschools.net>; Kimberly Lowery <Kimberly.Lowery@careersourcesfl.com>; Travis Kelly <Travis.Kelly2@careersourcesfl.com>
Subject: RE: MDCPS PY'22 SYIP Budget

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Mr. Odio,

Please see responses below. We also added language to the budget narrative, see attached budget. Let me know if you need anything else.

Regards,

Meyme Falcone
Grants Administration
(305) 995-1516

From: Fernando Odio <fernando.odio@careersourcesfl.com>
Sent: Wednesday, July 19, 2023 12:29 PM
To: Falcone, Meyme <MFalcone@dadeschools.net>
Cc: Robert Smith <Robert.Smith2@careersourcesfl.com>; Dania Roque <Dania.Roque@careersourcesfl.com>; Diaz, Lupe F. <lupediaz@dadeschools.net>; Carranza, Cristian <ccarranza@dadeschools.net>; Kimberly Lowery <Kimberly.Lowery@careersourcesfl.com>; Travis Kelly <Travis.kelly2@careersourcesfl.com>
Subject: RE: MDCPS PY'22 SYIP Budget

CAUTION: This email originated outside of dadeschools.net. Do not click on links or attachments unless you are expecting the email or recognize the sender and know the message is safe.

Good afternoon Meyme, I'm reviewing the PY'22 SYIP budget and noted the following issues:

- **Budget with effective dates 4/1/23 -- 6/30/23:**

Please clarify: A Program Administrator is budgeted. However, Exhibit A of the contract, Scope of Services, indicates in the Program Description that M-DCPS would provide in-kind support for a program administrator for the duration of the program. We provide in-kind for the overall program administrator, but this cost is for the day-to-day administrator (AP for program), see attached revised budget reflecting in-kind amount.

- >
- > Parent Orientations:
 - o Provide narrative details about Parent Orientations and why the narrative indicates that the Parent Orientation is "Additional" Additional Participants and therefore additional staff to attend Parent Orientations. Language added to budget narrative
- Describe the purpose of the \$20 cost per participant and who receives the \$20. This amount was agreed upon by all parties when determining the cost per charter school. It is not connected to any one individual since there are several staff who prepare and present at the orientations. Several of these orientations are held after hours to accommodate parents and other attendees, we have multiple staff members attend to answer question during the presentation as well as staff members with translation skills in Spanish and Creole.
- o
- > Provide narrative details regarding the type of promotional materials to be purchased and how the materials will be utilized.

Also, show the calculations for the \$21,000 budgeted. . . Promotional items as pullup banners for each charter school, new schools and funders, promotional items for

recruitment purposes and handouts for recruitment. Promotional materials at an average cost of \$20.71 per intern. Language added to attached budget narrative.

o
➤ Administrative/Indirect Cost:

- o Please clarify: What is the amount of the Allocation Base? The allocation base is \$132,109
- o Are there any budgeted costs that should be subtracted from the Allocation Base prior to calculating the Total Indirect Cost? No, the calculation is based on program direct cost.

The Indirect Cost Rate (ICR) is show as 3.45%. Please ensure that our Finance Unit has a copy of the FLDOE approval document. It is required as part of the budget review process. These were provided in previous email for both fiscal years. Please let me know if you did not get the email.

o

- **Budget with effective dates 7/1/23 – 9/30/23:**

Please clarify/justify: A Program Administrator is budgeted. However, Exhibit A of the contract, Scope of Services, indicates in the Program Description that M-DCPS would provide in-kind support for a program administrator for the duration of the program. We provide in-kind for the overall program administrator, but this cost is for the day-to-day administrator (AP for program), see attached revised budget reflecting in-kind amount.

➤ Stipends for Champions:

Exhibit A of the contract, Scope of Services, indicates in the Outreach and Public Awareness Campaign section that announcements are to be sent to School Champions to promote the SYIP Program within M-DCPS and participants in the program. School champions work on publicizing and recruiting within their schools as well as collect documents and oversee the pre-internship course. That is why they would receive a \$100 honorarium.

o

- ✓ The narrative does not indicate that Champions will promote the SYIP Program. Rather, the narrative indicates that Champions receive a \$100 stipend for recruitment and documentation for SYIP eligibility.

- o Aren't the tasks of recruiting and documenting SYIP eligibility included in the job descriptions of a budgeted staff person? That person collects all documents from the school champions unpaid and reviews and requests additional forms or information when needed.

If yes, are the \$100 stipends in addition to salary? The champions are not compensated for what they do at their schools.

If not, provide details on who is responsible for documentation, verification, and determination of TANF eligibility (reference Exhibit A of the contract, Scope of Services, Intern Applications and Screenings). The first screening is the champion then the person at the district. The TANF eligibility is done at the district level after champions have submitted all required documents for each student wanting to do an internship.

- o
- Other Supplies: Include in the narrative details and cost calculations. Supplies, like printer ink, card stock, certificate covers @ \$28.44 per participant, for 84 participants.
- Administrative/Indirect Cost:
 - o Please clarify: What is the amount of the Allocation Base? \$1,800,873
 - o Are there any budgeted costs that should be subtracted from the Allocation Base prior to calculating the Total Indirect Cost? No, the calculation is based on program direct cost.

The Indirect Cost Rate (ICR) is show as 3.70%. Please ensure that our Finance Unit has a copy of the FLDOE approval document. It is required as part of the budget review process. These were provided in previous email for both fiscal years. Please let me know if you did not get the email

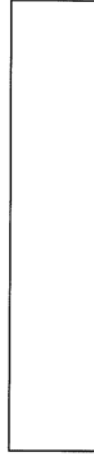
o

Please address the above issues and resubmit the budget for further review.

Thanks.

Fernando Odio
Contracts Officer

CareerSource South Florida
7300 Corporate Center Drive, Suite 500
Miami, FL, 33126
P: 305-929-1578 | F: 305-470-5519
Fernando.Odio@careersourcesfl.com
<http://www.careersourcesfl.com>



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From: Falcone, Meyme <MFalcone@dadeschools.net>
Sent: Friday, July 14, 2023 9:28 AM
To: Fernando Odio <Fernando.Odio@careersourcesfl.com>; Diaz, Lupe F. <lupediaz@dadeschools.net>; Carranza, Cristian <ccarranza1@dadeschools.net>
Cc: Robert Smith <Robert.Smith2@careersourcesfl.com>; Dania Roque <Dania.Roque@careersourcesfl.com>
Subject: RE: MDCPS PY22 SYIP Budget
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Mr. Odio,
Please see attached revised budget reflecting the changes per revised Letter of Intent.

Regards,

Meyme Falcone
Grants Administration
(305) 995-1516

From: Falcone, Meyme
Sent: Friday, July 7, 2023 11:37 AM
To: Fernando Odio <Fernando.Odio@careersourcesfl.com>; Diaz, Lupe F. <lupediaz@dadeschools.net>; Carranza, Cristian <ccarranza1@dadeschools.net>
Cc: Robert Smith <Robert.Smith2@careersourcesfl.com>; Dania Roque <Dania.Roque@careersourcesfl.com>
Subject: RE: MDCPS PY22 SYIP Budget

Good morning Mr. Odio,
We are working on a revised budget since this chance does affect the budget. We will submit the revised budget as soon as we finalize it.

Thank you,

Meyme Falcone
Grants Administration
(305) 995-1516

From: Fernando Odio <Fernando.Odio@careersourcesfl.com>
Sent: Friday, July 7, 2023 10:08 AM
To: Diaz, Lupe F. <lupediaz@dadeschools.net>; Falcone, Meyme <MFalcone@dadeschools.net>; Carranza, Cristian <ccarranza1@dadeschools.net>
Cc: Robert Smith <Robert.Smith2@careersourcesfl.com>; Dania Roque <Dania.Roque@careersourcesfl.com>
Subject: MDCPS PY22 SYIP Budget

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Good morning, on 6/16/23 I received a corrected budget based on my email of 6/6/23. However, a revised Letter of Intent (LOI) was received on 7/5/23 in which the approved funding allocation was changed from the original LOI. Please let me know if the 6/16 budget needs to be revised. If so, please email it to my attention at your earliest convenience.

Thank You.

Fernando Odio
Contracts Officer
CareerSource South Florida
7300 Corporate Center Drive, Suite 500
Miami, FL, 33126
P: 305-929-1578 | F: 305-470-5519
Fernando.Odio@careersourcesfl.com
<http://www.careersourcesfl.com>



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From: Carranza, Cristian <ccarranza1@dadeschools.net>
Sent: Wednesday, July 5, 2023 12:36 PM
To: Dania Roque <Dania.Roque@careersourcesfl.com>
Cc: Travis Kelly <Travis.Kelly2@careersourcesfl.com>; Fernando Odio <Fernando.Odio@careersourcesfl.com>
Subject: MDCPS-SYEP Updated Scope and Contract Allocation

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Greetings,

Attached please find the signed CSSFLA Letter of Intent, contract, and Organizational Responsibilities document.
Please share the fully executed contract as soon as possible.

Thank you,

Mr. Cristian Carranza
Administrative Director
Division of Academics
Office of Academics and Transformation
305-995-1939
<http://steam.dadeschools.net/>
Follow us on Twitter: @MDCPSSTEAM
"Hope Dictates Effort" Anonymous



From: Dania Roque <Dania.Roque@careersourcesfl.com>
Sent: Thursday, June 29, 2023 11:49 AM
To: Carranza, Cristian <ccarranza1@dadeschools.net>; Travis Kelly <Travis.Kelly2@careersourcesfl.com>
Subject: RE: MDCPS-SYEP Updated Scope and Contract Allocation

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I concur.

Thank you,

Dania Roque
Contracts Office
CareerSource South Florida
7300 Corporate Center Drive, Suite 500
Miami, FL, 33126
P: 305-929-1626 | F: 305-470-5516
Dania.Roque@careersourcesfl.com
<http://www.careersourcesfl.com>



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From: Carranza, Cristian <ccarranza1@dadeschools.net>
Sent: Thursday, June 29, 2023 11:32 AM
To: Dania Roque <Dania.Roque@careersourcesfl.com>; Travis Kelly <Travis.Kelly2@careersourcesfl.com>
Subject: RE: MDCPS-SYEP Updated Scope and Contract Allocation

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Greetings,

Attached please find the REVISED contract I am routing for signatures. Below find the edits to the original:

1. Revised letter of intent (new amounts)
2. Revised page 2 of the contract (new amounts)
3. Revised page 1 of the scope of work (36 supervisors)

Thank you,

Mr. Cristian Carranza
Administrative Director
Division of Academics
Office of Academics and Transformation
305-995-1939
<http://steam.dadeschools.net/>



From: Dania Roque <Dania.Roque@careersourcesfl.com>
Sent: Wednesday, June 28, 2023 3:51 PM
To: Carranza, Cristian <ccarranza1@dadeschools.net>; Diaz, Lupe F. <lupediaz@dadeschools.net>; Travis Kelly <Travis.Kelly2@careersourcesfl.com>
Cc: Quinn, Robert T. <rquinn@dadeschools.net>
Subject: MDCPS-SYEP Updated Scope and Contract Allocation

CAUTION: This email originated outside of dadeschools.net. Do not click on links or attachments unless you are expecting the email or recognize the sender and know the message is safe.

Good Afternoon;

Attached please find revised contract, the changes are the following:

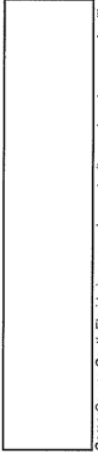
Page 2: amount allocation changed to match revised LOI
Page 72 SOW page 1 changes as per Dr. Diaz.

- Please confirm receipt of this email.

Thank you,

**Dania Roque
Contracts Office**

CareerSource South Florida
7300 Corporate Center Drive, Suite 500
Miami, FL, 33126
P: 305-929-1626 | F: 305-470-5516
Dania.Roque@careersourcesfl.com
<http://www.careersourcesfl.com>



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From: Dania Roque
Sent: Wednesday, June 28, 2023 12:04 PM
To: 'Carranza, Cristian' <ccarranza1@dadeschools.net>; Diaz, Lupe F. <lupediaz@dadeschools.net>; Travis Kelly <Travis.Kelly2@careersourcesfl.com>
Cc: Quinn, Robert T. <rquinn@dadeschools.net>
Subject: RE: Updated Scope

Hi Cristian;

I just received the revised letter signed, please see attached. I'll be sending you today the revised contract due to changes in the SOW.

Thank you,

**Dania Roque
Contracts Office**

CareerSource South Florida
7300 Corporate Center Drive, Suite 500
Miami, FL 33126
P: 305-929-1626 | F: 305-470-5516
Dania.Roque@careersourcesfl.com
<http://www.careersourcesfl.com>



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From: Carranza, Cristian <ccarranza1@dadeschools.net>

Sent: Wednesday, June 28, 2023 10:53 AM

To: Diaz, Lupe F. <lpuediaz@dadeschools.net>; Travis Kelly <Travis.Kelly2@careersourcesfl.com>

Cc: Quinn, Robert T. <rquinn@dadeschools.net>; Dania Roque <Dania.Roque@careersourcesfl.com>

Subject: RE: Updated Scope

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Greetings,

Any update on the revised letter of intent?

Thank you,

Mr. Cristian Carranza

Administrative Director (STEAM)

Division of Academics

<http://steam.dadeschools.net/>

"Hope Dictates Effort" Anonymous

From: Diaz, Lupe F. <lpuediaz@dadeschools.net>

Sent: Monday, June 26, 2023 11:59 AM

To: "Travis Kelly" <Travis.Kelly2@careersourcesfl.com>

Cc: Carranza, Cristian <ccarranza1@dadeschools.net>; Quinn, Robert T. <rquinn@dadeschools.net>; Dania Roque

<Dania.Roque@careersourcesfl.com>

Subject: RE: Updated Scope

P: 305-929-1562 | F: 305-470-5519
Travis.Kelly2@careersourcesfl.com
<http://www.careersourcesfl.com>



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WFMS
ALLOCATIONS
&
BREAKDOWN



Fiscal Summary Breakdown - CSSF

Fiscal Period: FP23-24

Provider: Miami-Dade County Public Sp.

Location: MDCPS Summer Internships

Funding: CL, NDVG, TEZ, DWBR, DWBR, NE, DWBR1415, DWBR1516, DWBR1617, DWBR1718, DWBR1819, DWBR1920, DWBR2021, DWBR2122, DWBR2223, DWBR2324, EMT, AD, EMT, DL, EMT, NEG, NDVG, TE, NDVG, PVE, OUTAD, OTRR, OUTDW, SPC, OUTAD, SPC, PVEAD, PVEDW, PWRR, PWERT, PVE, PA, PVE5, PA, PA, PPOD, PA, PPS, PVE5PC, PA, 9, AD1718, AD1819, AD1920, AD2021, AD2122, AD2223, AD2324, CL, NE, CL, CL15, DL, DL16, DL17, DL18, DL19, DL20, DL21, DL22, DL23, DL24, DW1516, AD, WTP

Category: (M)

Total: \$	Allocation			Issued			Paid			Remaining Obligation			Available to Spend (Alloc-Issued-Obligation)		
	Training	Trans	SS	Training	Trans	SS	Training	Trans	SS	Training	Trans	SS	Training	Trans	SS

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Before