

June 3, 2024

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

Subject: **Staffing Services Agreement-Amendment 3**

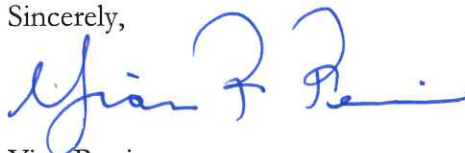
Dear Mr. Singh:

Attached please find **Staffing Services Agreement Amendment #3** between the **South Florida Workforce Investment Board (SFWIB)** and **22nd Century Technologies, Inc.** for the provision of staffing services during **PY'24-25**.

Please sign and date the Agreement and return scanned to the attention of Dania Roque, Contacts Officer.

Once the Agreement is executed, we will return the executed scanned original to you. Should you have any questions, please contact Ms. Roque at (305) 929-1626.

Sincerely,



Yian Perrin
Assistant Director, SFWIB Administration
South Florida Workforce Investment Board
d/b/a CareerSource South Florida

Attachments

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

**82452
PY'24-25
STAFFING SERVICES AGREEMENT**

AMENDMENT# 3

THIS AMENDMENT# 3, hereinafter referred to as the "AMENDMENT", entered into between **22nd Century Technologies, Inc.**, hereinafter referred to as the "CONTRACTOR", and the South Florida Workforce Investment Board, hereinafter referred to as the "SFWIB", amends the Staffing Services Agreement entered between the parties on **July 1, 2022**. The Staffing Services Agreement and this Amendment are hereinafter collectively referred to as the "AGREEMENT", between the SFWIB and the CONTRACTOR dated July 1, 2022 and expiring June 30, 2024 to provide recruiting and payroll services.

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

This Agreement shall commence upon July 1, 2022, irrespective of the date of execution, and terminate at the close of business on **June 30, 2025**, unless earlier terminated as provided below.

Article 2, Statement of Work, is deleted in its entirety and replaced with the following language:

The Contractor shall perform all of the work set forth in **Exhibit A-3, PY'24-25 Modified Statement of Work**, attached hereto and incorporated herein. No changes in the Statement of Work shall be made unless such changes are mutually agreed upon by the Parties in writing.

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

The SFWIB shall pay **TSCTI** for its services according to the rates set forth in **Exhibit A-3, Attachment 2-C, PY'24-25 Modified Pay Rate Table and Exhibit A-3, Attachment 3-C, PY'24-25 Enhanced Benefits Table** attached hereto and incorporated herein, and according to the terms set forth below.

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

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

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

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

Assigned Employees are presumed to be non-exempt from laws requiring for overtime, holiday work, or weekend work. **TSCTI** will charge the SFWIB special rates for overtime only when an Assigned

Employee's work on assignment to the SFWIB, viewed by itself, would legally require overtime pay and the SFWIB has authorized, directed, or allowed, in writing, the Assigned Employee to work such overtime. The SFWIB will be responsible for paying overtime wages when an Assigned Employee, authorized, directed or allowed by the SFWIB in writing, has worked more than forty (40) weekly hours (Monday to Sunday) for the SFWIB. The overtime bill rate is calculated at one and one-half (1.5) times of the regular bill rate.

- The Contractor shall not require employees to perform services to the SFWIB on holidays officially observed by Miami-Dade County (the "County"), unless such services are approved in writing by the SFWIB. If such services are required on official holidays observed by the County, the SFWIB will notify the Contractor in advance. Holidays shall be billed at the regular billing rates for the specified position. No additional allowances will be given for holidays worked. The holidays currently observed by Miami-Dade County are: New Year's Day, Martin Luther King, Jr. Birthday, President's Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.
- Holidays shall be billed at the regular billing rates for the specified position as set forth in **Exhibit A-3, Attachment 2-C, PY'24-25 Modified Pay Rate Table**. No additional allowances will be given for Holidays worked.
- Overtime may be billed by the Contractor only if the overtime hours were previously approved in writing by the SFWIB and after the assigned employee has worked forty (40) hours in a calendar week.

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

Pricing Information		
Services	Mark-up Rate	Effective Date
Staffing Services	See Table Below	July 1, 2024 – June 30, 2025
Recruiting Services	See Table Below	July 1, 2024 – June 30, 2025

Group 1, Group 2, Group 3	Staffing Services	Recruiting Services
FICA	6.20%	6.20%
MICA	1.45%	1.45%
FUTA	0.60%	0.60%
SUTA	1.08%	1.08%
Workers Compensation	0.27%	0.27%
Benefits	14.12%	14.12%
Administrative Costs	5.28%	8.28%
TOTAL	29%	32%

Article 4, Prior Agreements is deleted in its entirety and replaced with the following language:

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

The following Attachments and Exhibits are incorporated into this Agreement:

<u>Type</u>	<u>Description</u>
Attachment 1	The Florida Department of Economic Opportunity memorandum dated July 1, 2021
Attachment 2	Trafficking Victims Protection Act of 2000
Attachment 3	Assurances and Certifications
Attachment 4	Certification Regarding Environmental Tobacco Smoke
Attachment 5	Assurances-Non-Construction Programs
Attachment 6	Code of Business Ethics Affidavit
Attachment 7	Certification Regarding the Florida Clean Indoor Air Act
Attachment 8	Confidentiality Agreement
Attachment 9	Individual Non-Disclosure and Confidentiality Form
Attachment 10	Disclosure and Certification of Conflict of Interest in a Contract
Attachment 11	MDC Procurement Terms
Exhibit A-3	Modified Statement of Work
(Exhibit A-3) Attachment 1-C	PY'24-25 Modified Job Descriptions
(Exhibit A-3) Attachment 2-C	PY'24-25 Modified Pay Rate Table
(Exhibit A-3) Attachment 3-C	PY'24-25 Enhanced Benefits Table
Exhibit B	Annual Certification

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

Article 8: Verification of Employment Eligibility (E-Verify): is repealed and replaced with the following:

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 and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and

acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract 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/gc_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

Article 72: Copeland Anti-Kickback Act: is repealed and replaced with the following:

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 also comply with Section 1.64(e) of the MDC Procurement Terms, as applicable, attached as Attachment 11.

Article 73: Davis-Bacon Act, As Amended (40 U.S.C.3141-3148): is repealed and replaced with the following:

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 comply with Section 1 of the Miami Dade County Procurement General Terms and Conditions ("MDC Procurement Terms") as applicable, attached hereto and

incorporated herein by reference as Attachment 11.

Article 76: FAR DEVIATION CLAUSE: removed in its entirety

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

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

SIGNATURES APPEAR ON THE FOLLOWING PAGE

SIGNATORY FORM

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

AUTHORIZED SIGNATURE FOR: **22nd Century Technologies, Inc.**
PROGRAM ENTITLED: **Staffing Services**
INDEX CODE: **82452**
CFDA: **WIOA AD 17.258; WIOA DW 17.278; WIOA RR: 17.278; TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; 93.566; VET DVOP 17.801; VET LVER 17.801; TAA 17.245; Wagner Peyser 17.207; Wagner Peyser Incentives 17.207; Military Family Employment Program 17.207; WIOA Incentives 17.258, 17.259, 17.278; WIOA NDWG 17.277.**

BY: Isha Sharma 06/10/2024
Isha Sharma Date
Contracts Manager
22nd Century Technologies, Inc.

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY: Rick Beasley 6/25/24
Rick Beasley Date
Executive Director
South Florida Workforce Investment Board



MEMORANDUM

DATE: July 1, 2021

TO: Local Workforce Development Board Executive Directors *Keantha B. Moore*

FROM: Keantha B. Moore, Administrator, Bureau of One-Stop and Program Support

SUBJECT: Reimagining Education and Career Help Act (House Bill 1507) and Related Party Contracts

The Reimagining Education and Career Help (REACH) Act (House Bill 1507), has been signed into law and is effective **July 1, 2021**. The REACH Act creates several strategic opportunities to enhance and expand services provided through Florida’s workforce development system by promoting, encouraging, and taking bold steps towards unification of partner programs and agency coordination. The Act also strengthens oversight, accountability and transparency measures for the system. Additionally, the REACH Act contains operational and administrative requirements for related party contracts.

Effective July 1, 2021, the REACH Act serves as the authority for related party contract requirements. This memorandum serves to reconcile any differences between current state policy and agreements between the Department of Economic Opportunity (DEO) and local boards until applicable policies and agreements are updated to align with the requirements in the REACH Act.

Related Parties

A related party includes any:

- Local board member;
- Employee of the local board;
- Relative (see s. 112.3143(1)(c), Florida Statutes) of a local board member or employee of the local board; or,
- Organization or individual represented by or employing a local board member.

Process for Related Party Contracts

Using the process and documentation requirements outlined in CareerSource Florida Strategic Policy 2012.05.24.A.2 and Section 15. Related Parties in the Grantee Subgrantee Agreement, local boards must submit all related party contracts via email to DEO at: WorkforceContract.Review@deo.myflorida.com.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.FloridaJobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Related party contracts, as well as documentation demonstrating adherence to these requirements as specified by DEO, must be submitted to DEO for review and approval prior to execution of the contract. Contracts subject to these requirements may not be included on the local board's consent agenda.

Noted Exception: Contracts under \$10,000 between the local board and either a relative (as defined in s. 112.3143(1)(c)) of a local board member or of an employee of the local board, or an employee of the local board, do not require prior approval by DEO. However, such contracts must be reported to DEO and CareerSource Florida via email at: WorkforceContract.Review@deo.myflorida.com within 30 days of approval by the local board.

Posting Related Party Contracts to Local Board's Website

All related party contracts approved on or after July 1, 2021, must be published on the local board's website within 10 days after approval by the local board or DEO, whichever is later, and must remain published on the local board's website for at least one year after termination of the contract.

If you have questions, please submit them to the Governance Team via email at: LWDBGovernance@deo.myflorida.com.

cc: Steven Gustafson
Charles Williams
Christa Nelson

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

I. Trafficking in persons.

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

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

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

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

c. Provisions applicable to any recipient.

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

d. Definitions. For purposes of this award term:

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

ASSURANCES AND CERTIFICATIONS

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

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

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

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

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

1. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department, agency or subcontractor;
2. The Contractor has not, within a three-year period preceding this application/proposal/contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. The Contractor is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2 of this certification; and
4. The Contractor has not, within three-year period preceding this application/proposal/contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

B. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of the Contractor's knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Contractor, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for "all" sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose the same accordingly.

This certification is a material representation of fact upon which reliance was placed when the Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

D. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES

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

1. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under Title IV of the Education Amendments of 1972), national origin (including Limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b)

Attachment 3

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

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

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

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

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

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

F. SARBANES-OXLEY ACT OF 2002

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

Provisions of the Act – Title X1 – Corporate Fraud Accountability

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

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

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

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

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

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

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

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

I. DISCRIMINATORY VENDORS, SECTION 287.134, FLORIDA STATUTES

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

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

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

22nd Century Technologies, Inc.

Contractor Name

Isha Sharma, Contracts Manager

***Name and Title of Authorized Representative**

Isha Sharma

Signature of Authorized Representative

06/10/2024

Date

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

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

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

Isha Sharma
Signature

06/10/2024
Date

Isha Sharma, Contracts Manager
Name and Title of Authorized Representative

22nd Century Technologies, Inc.
Name of Organization

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (Identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Isha Sharma</i>	TITLE Contracts Manager	
APPLICANT ORGANIZATION 22nd Century Technologies, Inc.	DATE SUBMITTED 06/10/2024	

CODE OF BUSINESS ETHICS AFFIDAVIT

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

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

By: ISh Signature of Affiant June 11 2024 Date

Isha Sharma, Contracts Manager Printed Name of Affiant and Title 2 / 2 - 3 / 5 / 0 / 2 / 1 / 2 / 1 / Federal Employer Identification Number

22nd Century Technologies, Inc. Printed Name of Firm

8251 Greensboro Drive, Suite 900, McLean, VA 22102 Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 11 day of June, 2024

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

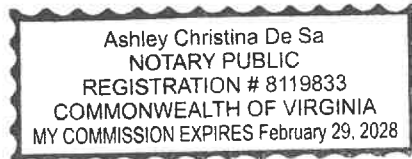
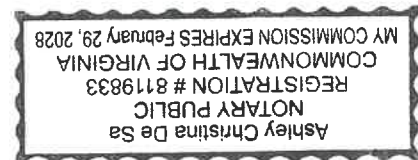
Ashley De Sa Signature of Notary

#8119833 Serial Number

Ashley De Sa Print or Stamp Name of Notary

02-29-2028 Expiration Date

Notary Public – State of VA



Notary Seal

FLORIDA CLEAN INDOOR AIR ACT

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

FCIAA Provisions

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

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

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

- ◆ Public and private workplaces
 - ◆ Restaurants
 - ◆ Bowling centers
 - ◆ Private country clubs
 - ◆ Hotels/motels (excluding guest rooms)
 - ◆ Beauty/barber salons
 - ◆ Libraries
 - ◆ Auditoriums/theaters
 - ◆ Nursing homes/health care facilities
 - ◆ Educational facilities (private or public)
- ❖ **Penalties** – Any person who violates s. 386.204, F.S., commits a non-criminal violation as defined in s. 775.08(3), F.S., punishable by a fine of not more than \$100 for the first violation and not more than \$500 for each subsequent violation. Jurisdiction shall be with the appropriate county court (s. 386.208, F.S.).
 - ❖ **Specific exceptions** – Smoking or vaping is permitted in the following indoor locations (s. 386.2045, F.S.):
 - ◆ Customs Smoking Room – s. 386.205, F.S.
 - ◆ Private Residence – as defined in s. 386.203(1), F.S.
 - ◆ Stand-Alone Bar – as defined in s. 386.203(12), F.S.
 - ◆ Retail Tobacco Store – as defined in s. 386.203(9), F.S.
 - ◆ Designated Smoking Guest Rooms at Public Lodging Establishments – as defined in s. 386.203(4), F.S.
 - ◆ Smoking Cessation Program, Medical or Scientific Research – s. 386.2045(6), F.S.

- ◆ Membership Association – as defined in s. 386.203(7), F.S., and provided that noncommercial activities are performed by members of the membership association.
- ◆ Retail Vape Shop - as defined in s. 386.203(16), F.S.

Key Points of the Law

❖ **Posting of signs; requiring policies –**

- ◆ The proprietor or other person in charge of an enclosed indoor workplace must develop and implement a policy regarding smoking and vaping prohibitions.

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

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

❖ **Public announcement in mass transportation terminals –** Announcements that Florida is a clean indoor air state and that smoking and vaping are prohibited, except in customs smoking room in an in-transit lounge, shall be made, every 30 minutes, over public address systems in terminals of public transportation carriers located in metropolitan statistical areas with populations over 230,000. (s. 386.211, F.S.).

❖ **Smoking and vaping prohibiting near school property; penalty –** Smoking and vaping are prohibited for any person under 18 years of age in, on, or within 1,000 feet of the real property comprising a public or private elementary, middle, or secondary school. Individuals who violate the law may be subject to penalties. (s. 386.212, F.S.).

Administration & Enforcement

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

22nd Century Technologies, Inc.

Respondent

Isha Sharma, Contracts Manager

Name and Title of Certifying Representative

Isha Sharma

Signature of Certifying Representative

06/10/2024

Date

CONFIDENTIALITY AGREEMENT

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

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

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

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

Confidential Information Certificate

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

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

Isha Sharma
Authorized Representative signature

06/10/2024
Date

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information of individuals who receive public assistance, employment and unemployment insurance records maintained by the Department of Economic Opportunity (Department or DEO) made available to my employer, for the limited purpose of performing its official public duties pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

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

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

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

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

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

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

I, Isha Sharma, a board member / an employee of the board (circle one) hereby disclose that I, myself / my employer / my business my organization OR "Other" (describe) 22nd Century Technologies, Inc. (circle one or more) could benefit financially from the contract described below:

Local Workforce Development Board: CareerSource South Florida
Contractor Name & Address: 22nd Century Technologies, Inc., 8251 Greensboro Drive, Suite 900, McLean, VA 22102
Contractor Contact Phone Number: 888-998-7284
Description or Nature of Contract: General Staffing
Description of Financial Benefit*: _____

For purposes of the above contract the following disclosures are made: The contractor's principals**/owners***: (check one)

have no relative who is a member of the board or an employee of the board; OR
 have a relative who is a member of the board or an employee of the board, whose name is: _____

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

Isha Sharma
Signature of Board Member/Employee

Isha sharma
Print Name

06/12/2024

Date

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

** "Principal" means an owner or high-level management employee with decision-making authority.

*** "Owner" means a person having any ownership interest in the contractor.

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

**PY'24-25 STATEMENT OF WORK
22ND CENTURY TECHNOLOGIES, INC.
TEMPORARY STAFFING SERVICES**

I. Introduction:

The Contractor does hereby agree to provide Temporary Staffing Services on an as needed basis to the South Florida Workforce Investment Board (“SFWIB”) dba CareerSource South Florida (CSSF) as described herein in compliance with the conditions herein stated.

II. Staffing Services to be Rendered:

Services provided under this Agreement: (1) will be performed in a good workmanlike and professional manner; (2) shall conform to generally prevailing industry standards and practices; and (3) shall conform to the SFWIB’s expressed requirements set forth herein, including, but not limited to, the following:

A. On-board Processing

- a. The hiring process shall include drug and alcohol testing, at the Contractor’s expense, of Assigned Employees prior to assignment start date with the SFWIB.
- b. The Contractor shall terminate the temporary assignment of any employee found to be unqualified or not meeting for any reason SFWIB’s expectation for his/her specific assignment.
- c. The Contractor shall hire individuals based on **Exhibit A-3, Attachment 1, PY’24-25 Modified Job Descriptions** attached hereto and incorporated by reference as if fully set forth herein, under the SFWIB’s supervision at any location the SFWIB designates.

B. Payroll Services

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

C. Employee Benefits

- a. The Contractor shall comply with all provisions of the Affordable Care Act (ACA) applicable to Assigned Employees, including the Employer shared responsibility provisions relating to the offer of “minimum essential coverage” to all full time employees. Insurance coverage shall at the minimum meet state and federal regulations.
- b. The Contractor shall offer benefit plan options to all Assigned Employees and their eligible dependents as set forth in **Exhibit A-3, Attachment 3, PY’24-25 Modified Benefits Table** that includes:
 - I. Medical
 - II. Prescription drug coverage
 - III. Dental

- IV. Vision
- V. Short/Long Term Disability
- VI. Paid Time Off (PTO)
 - i. The Contractor shall provide Assigned Employees, the ability to establish a bank of hours that allows the Assigned Employee to take time off with pay at their regular rate of pay for sick, vacation or other approved absences as offered to the Contractor's other employees.
- VII. Notify the SFWIB, in writing within thirty (30) calendar days, of any issues surrounding the continuation or discontinuation of the Enhanced Benefits provision, increases to costs, or other changes which would have an impact on Assigned Employees.
- VIII. Holidays
 - i. The Contractor shall not require employees to perform services to the SFWIB on holidays officially observed by Miami-Dade County (County), unless such services are approved in writing by the SFWIB. If such services are required on official holidays observed by the County, the SFWIB will notify the Contractor in advance.
 - ii. Holidays shall be billed at the Hourly Rate Range for the specified position as set forth in **Exhibit A-3, Attachment 2 PY'24-25 Modified Pay Rate Table**. No additional allowances will be given for Holidays worked.

D. Reporting Requirements

- a. The Contractor shall submit invoices for the Career Center locations to Mr. Robert Smith at Robert.Smith2@CareerSourcesfl.com and all other invoices to the SFWIB Finance Department via electronic mail to cssf_ap@careersourcesfl.com. The SFWIB shall pay all invoices within thirty (30) business days of receipt of the invoice. Original Invoices itemizing services rendered, per staff location, shall be supported by each properly authorized time sheets pertaining to payroll cycle worked by the Assigned Employee.
- b. The Contractor shall provide an itemized payroll register which includes wage payments, benefits, and withholdings for the payroll for which reimbursement is requested.
- c. The Contractor shall prepare payroll reports and provide to the SFWIB on a bi-weekly basis.
- d. The Contractor shall prepare, in a timely manner, all year-end payroll and tax processing report(s).
- e. The Contractor shall remit all payroll taxes to federal and state agencies on bi-weekly basis.
- f. The Contractor shall handle unemployment and workers' compensation claims involving Assigned Employees.

E. Technical Assistance

- a. The Contractor shall identify a Project Lead to work with the SFWIB's designated team member on projects.
- b. The Contractor shall provide training, either on-site or tele-conference, at the request of the SFWIB.

F. Timeframes

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

G. Overtime

- a. Overtime may be billed by the Contractor only if the overtime hours were previously approved in writing by the SFWIB and after the Assigned Employee has worked forty (40) hours in a week.

H. Transition

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

I. No Supervision by the Contractor of Assigned Employees

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

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

III. Recruiting Services:

A. Recruitment/Referral of Qualified Candidates

- a. Upon request of the SFWIB, the Contractor shall recruit, screen, and assign its employees with the qualifications, training, formal education, licenses, skills, and abilities to perform the type of work described in each job description provided by the SFWIB.
- b. The SFWIB shall have the option to request from the Contractor more than one individual at a time to conduct an interview and to make a selection of the best-qualified candidate for assignment with the SFWIB.

JOB DESCRIPTIONS

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

Job Description (1) Accountant 1

Duties and Responsibilities

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

Required Training and Experience

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

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

**Job Description (2)
Community Service Specialist**

Duties and Responsibilities

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

Required Training and Experience

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

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

**Job Description (3)
Comptroller**

Duties and Responsibilities

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

Required Training and Experience

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

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

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

Duties and Responsibilities

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

Required Training and Experience

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

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

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

Duties and Responsibilities

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

Required Training and Experience

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

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

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

Duties and Responsibilities

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

Required Training and Experience

- Completion of 60 semester credits to include 15 semester credits in a computer related field; and two years of experience in the installation and maintenance of local area networks; or
- Completion of an information technology certification program (Novel, UNIX, Microsoft, Oracle, DELL or Nortel) and four years of experience in the installation and maintenance of local area networks.
- Additional experience may substitute for the required education on a year-for-year basis.
- Must pass pre-employment screening/background check.

Tools and Technology

- Preferred Certifications (minimum of two certifications preferred)
 - Microsoft Windows NT
 - Microsoft Windows 2000
 - Microsoft Windows Server 2003
 - MCP 2.0 or MCPI 2.0

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

**Job Description (7)
Outreach Coordinator**

Duties and Responsibilities

- Initiate and develop key relationships between other agencies and organizations and the CSSF.
- Establish and maintain relationships in the community to meet community needs and to ensure that services are not duplicated.
- Research and analyze member or community needs to determine program directions and goals.
- Speak to community groups to explain and interpret agency purposes, programs, and policies.
- Create awareness about CSSF and promote its presence to the community through marketing and advertising.
- Represent CareerSource South Florida in relations with governmental and media institutions.
- Create, schedule, organize and promote outreach activities and special events. Direct the preparation of public relations materials.
- Analyze proposed legislation, regulations, or rule changes to determine how agency services could be impacted.

Required Training and Experience

- Bachelors degree in Public Administration, Public Relations, Communications, Marketing, Advertising, or related field.
- One year of experience in community outreach, advisory committee management, or social media are required.
- Proficient with Microsoft office applications.
- Strong verbal and written communication skills.
- Must pass pre-employment screening/background check.

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

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

Duties and Responsibilities

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

Required Training and Experience

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

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

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

Duties and Responsibilities

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

Required Training and Experience

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

Tools and Technology

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

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

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

Duties and Responsibilities

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

Required Training and Experience

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

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

**Job Description (11)
Web Developer**

Duties and Responsibilities

- Design, build or maintain websites using authoring or scripting languages, content creation tools, management tools, and digital media.
- Backup files from websites to local directories for instant recovery.
- Write, design or edit web page content.
- Select programming languages, design tools or applications.
- Evaluate code to ensure it is valid, is properly structured, meets industry standards, and is compatible with browsers, devices, or operating systems.
- Identify problems uncovered by testing or customer feedback, and correct problems or refer problems to appropriate personnel for correction.
- Perform website updates.
- Design and/or implement website security measures such as firewalls or message encryption.
- Establish appropriate server directory trees.
- Create searchable indices for web page content.
- Assist with the development of website maps, application models, image templates or page templates that meet project goals, user needs, or industry standards.
- Develop or validate test routines and schedules to ensure test cases mimic external interfaces and address all browser and device types.
- Develop or implement procedures for ongoing website revision.
- Assist with related duties and special projects as assigned.
- Perform website tests according to planned schedules or after any website or product revision.

Required Training And Experience

- Completion of 60 semester credits to include 15 semester credits in a computer-related field or possession of Microsoft Certified Professional Site Building Certification. Two years of programming or web development experience are required. Additional programming or web development experience may substitute for the required education on a year-for-year basis.

Additional Desirable Qualifications

Ability to design, create, and modify websites. Analyze user needs to implement website content, graphics, performance, and capacity. May integrate website with other computer applications. May convert written, graphic, audio, and video components to compatible web formats by using software designed to facilitate the creation of web and multimedia content.

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

**Job Description (12)
Youth Program Specialist**

Duties and Responsibilities

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

Required Training and Experience

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

Group 2 – Special Programs

**Job Description (1)
Disaster DWG Eligibility Specialist**

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

Duties and Responsibilities

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

Required Training and Experience

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

Group 2 – Special Programs

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

Duties and Responsibilities

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

Required Training and Experience

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

Group 2 – Special Programs

**Job Description (3)
Mobile Career Assistance Center Operator**

Duties and Responsibilities

- Operation of the workforce mobile equipment to several sites which may include week-ends.
- Assist with information gathering, searching electronic databases and answering routine customer inquiries.
- Assisting the general public in obtaining gainful employment to include making referrals to employers.
- Interview job applicants to match their qualifications with employers' needs, recording and evaluating applicant experience, education, training, and skills. Review employment applications and job orders to match applicants with job requirements, using manual or computerized file searches.
- Review employment applications and job orders to match applicants with job requirements, using manual or computerized file searches.
- Select qualified applicants or refer them to employers, according to organization policy.
- Assisting the general public with access to a variety of employment and training services by means of verbal or written instructions, audio-visual equipment, or related workforce materials.
- Assisting the general public in the use of computers and self-service materials stationed on the workforce mobile.
- Maintains and develops relationships with local organizations.
- Performs maintenance of the mobile to include minor preventative maintenance; such as checking tire pressure, fluid levels, and cleanliness of the interior and inspects safety equipment.
- Operates general office equipment; i.e. copier, calculator and performs routine clerical duties to include typing memos, correspondence and other materials.
- Performs related duties as assigned.

Required Training and Experience

- Experience operating forty-foot-diesel or alternate fuel vehicle, or experience driving medium to large vehicles. Experience may substitute for the required education on a year-for-year basis.
- Must possess a valid Commercial Driver License for a minimum of two (2) years.
- Excellent driving history to include no points within the prior 24 month period.
- Proof of insurance.
- Must be able to work week-ends and some holidays.
- Customer service skills.
- Excellent written and verbal communication skills, preferable bilingual.

**PY'24-25 Amendment 3
ATTACHMENT 1C**

- Excellent computer skills.
- Excellent written and verbal communication skills, preferable bilingual.
- Excellent leadership, planning, and organizational skills.
- Excellent computer skills, Microsoft Word, Excel, PowerPoint, and similar software experience.
- Ability to lift and handle items weighing up to 50 pounds.
- Ability to develop and maintain professional working relationships with management, co-workers, and the general public.
- Ability to handle multiple tasks simultaneously.
- Ability to manage groups under high pressure situations.
- Ability to prioritize multiple assignments, tasks, or projects.
- Prior experience with workforce development desired.
- CPR certification desired.

Group 1 Headquarter Operations: Administrative/Clerical/ Information Technology/ Accounting		Hourly Rate Range	
Job Title		Minimum	Maximum
1	Accountant 1	\$18.00	\$19.25
2	Community Service Specialist	\$17.62	\$17.62
3	Comptroller	\$33.44	\$60.00
4	Computer Technician II	\$17.62	\$19.71
5	Military Family Employment Advocate	\$18.03	\$19.23
6	Network Manager 1	\$25.24	\$48.00
7	Outreach Coordinator	\$22.00	\$33.00
8	Senior Executive Secretary	\$20.65	\$34.72
9	Systems Analyst Programmer	\$25.24	\$27.64
10	TAA Coordinator	\$21.32	\$21.32
11	Web Developer	\$24.00	\$28.00
12	Youth Program Specialist	\$17.62	\$17.62

22nd Century Technologies, Inc.					
PY'24-25 Pay Rate Table					
Rate with Medical Benefits Mark-up Rates	Billing		Recruiting Mark-up Rates	Billing	
	Minimum	Maximum		Minimum	Maximum
29%	\$23.22	\$24.83	32%	\$23.76	\$25.41
29%	\$22.73	\$22.73	32%	\$23.26	\$23.26
29%	\$43.14	\$77.40	32%	\$44.14	\$79.20
29%	\$22.73	\$25.43	32%	\$23.26	\$26.02
29%	\$23.26	\$24.81	32%	\$23.80	\$25.38
29%	\$32.56	\$61.92	32%	\$33.32	\$63.36
29%	\$28.38	\$42.57	32%	\$29.04	\$43.56
29%	\$26.64	\$44.79	32%	\$27.26	\$45.83
29%	\$32.56	\$35.66	32%	\$33.32	\$36.48
29%	\$27.50	\$27.50	32%	\$28.14	\$28.14
29%	\$30.96	\$36.12	32%	\$31.68	\$36.96
29%	\$22.73	\$22.73	32%	\$23.26	\$23.26

Group 2 Special Programs		Hourly Rate Range	
Job Title		Minimum	Maximum
1	Disaster DWG Eligibility Specialist	\$17.62	\$17.62
2	Paid Work Experience (PWE)	\$17.62	\$25.00

ACA Benefits Mark-up Rates	Billing		Recruiting Mark-up Rates	Billing	
	Minimum	Maximum		Minimum	Maximum
29%	\$22.73	\$22.73	32%	\$23.26	\$23.26
29%	\$22.73	\$32.25	32%	\$23.26	\$33.00

22nd Century Technologies, Inc.

PY'24-25 Benefits Table

**Fringe Benefits (Health, Dental and Vision Insurance)		
Medical Plans	Employee only coverage Monthly Plan Cost	Employee Payroll Deduction (Bi-weekly)
PPO Basic	\$174.50	\$80.54
PPO Comprehensive	\$303.50	\$140.08
PPO-High Deductible	\$137.00	\$63.23
Medical Plans	Employee + Child(ren) coverage Monthly Plan Cost	Employee Payroll Deduction (Bi-weekly)
PPO Basic	\$635.20	\$293.17
PPO Comprehensive	\$979.55	\$452.10
PPO-High Deductible	\$524.38	\$242.02
Medical Plans	Employee + Spouse coverage Monthly Plan Cost	Employee Payroll Deduction (Bi-weekly)
PPO Basic	\$708.85	\$327.16
PPO Comprehensive	\$1,078.45	\$497.74
PPO-High Deductible	\$645.48	\$297.91
Medical Plans	Family coverage Monthly Plan Cost	Employee Payroll Deduction (Bi-weekly)
PPO Basic	\$1,212.66	\$559.69
PPO Comprehensive	\$1,764.99	\$814.61
PPO-High Deductible	\$927.88	\$428.25
Dental/Vision Plan	Employee only coverage Monthly Plan Cost	Employee Payroll Deduction (Bi-weekly)
Premium Plan	\$34.82	\$16.07
Dental/Vision Plan	Employee + Child(ren) coverage Monthly Plan Cost	Employee Payroll Deduction (Bi-weekly)
Premium Plan	\$74.01	\$34.16
Dental/Vision Plan	Employee + Spouse coverage Monthly Plan Cost	Employee Payroll Deduction (Bi-weekly)
Premium Plan	\$71.61	\$33.05
Dental/Vision Plan	Family coverage Monthly Plan Cost	Employee Payroll Deduction (Bi-weekly)
Premium Plan	\$109.18	\$50.39

ANNUAL CERTIFICATION

Isha Sharma (name of authorized representative), Contracts Manager (title), on behalf of 22nd Century Technologies, Inc., certifies and assures that all certifications and assurances on file with the Agreement are current. This certification is incorporated and made a part of the Agreement 82392.

By: Ishy June 11 2024
Signature of Affiant Date

Isha Sharma, Contracts Manager

Printed Name of Affiant and Title

22nd Century Technologies, Inc.

Printed Name of Firm

8251 Greensboro Drive, Suite 900, McLean, VA 22102

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 11th day of June, 2024

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

Type of identification

Ashley De Sa
Signature of Notary

#8119833
Serial Number

Ashley De Sa
Print or Stamp Name of Notary

02-29-2028
Expiration Date

Notary Public – State of VA

