



July 24, 2024

Mr. Michael J. Nozile, Sr.
President & CEO
Gang Alternative, Inc.
12000 Biscayne Blvd, Suite 402
Miami, Florida 33186

Subject: Youth Build Memorandum of Understanding (MOU)

Dear Mr. Nozile:

Attached please find the **Youth Build Memorandum of Understanding (MOU)** between the South Florida Workforce Investment Board (SFWIB) and Gang Alternative, Inc., for the period of **PY'24-27**. The purpose of this MOU is to continue to create, maintain and promote a "CareerSource center delivery system" arrangement through community partnerships that complement the state and federal Workforce Development System.

Please return the scanned completed documents to the attention of Dania Roque, Contracts Officer. One scanned original will be returned to you upon full execution. Should you have any questions or concerns, please contact Ms. Roque at (305) 929 -1626.

Sincerely,

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

Attachments

Pc: Renee Bennett, Assistant Controller, SFWIB/CSSF
Robert Parson, Adult Program Manager, SFWIB/CSSF
Robert Smith, Special Projects Administrator II, SFWIB/CSSF
Central File, SFWIB/CSSF

info@careersourcesfl.com

7300 Corporate Center Drive, Suite 500
Miami, Florida 33126

p: 305-594-7615 | f: 305-470-5629

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
AND
GANG ALTERNATIVE, INC.**

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida (“SFWIB” or “CareerSource”), Gang Alternative, Inc. hereinafter referred to as “**Partner**” (SFWIB and the Partner are collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 (“WIOA” or the “Act”) establishes a One-Stop Service Delivery System (“One-Stop System”) assuring coordination between the activities authorized in and linked to the Act;

WHEREAS, the SFWIB provides workforce development services in Workforce Area 23 of the state of Florida (“Area”), which is comprised of Miami-Dade County;

WHEREAS, the SFWIB’s services and resources are available through a network of CareerSource centers and access points, which comprise the Area’s One-Stop System, to provide a seamless and comprehensive array of education, job training, economic development efforts, and other workforce development services to persons within the Area;

WHEREAS, the SFWIB’s delivery of services is enhanced by integration of available resources and collaboration through partnerships that establish guidelines to facilitate joint planning and evaluation of services, to develop more efficient management of limited financial and human resources and to reduce administrative costs;

WHEREAS, the mission of Gang Alternative, Inc. is to empower young people with the tools needed to transform their lives through education and service activities that strengthen our community and local workforce, including Youth Build services,

WHEREAS, the Parties desire to build a workforce development system, which will dramatically upgrade all Floridians’ workplace skills and economically benefit the workforce, employers, and State;

WHEREAS, the Parties recognize that information sharing and referrals may lead to greater opportunities for successful employment and self-sufficiency for clients and enhance participation and performance of customers served through the system;

WHEREAS, the Parties desire to ensure compliance and that coordinated efforts are consistent with all federal, state and local requirements to establish and maintain an effective and successful “One-Stop Delivery System” (20 Code of Federal Regulations (CFR) Section 678.300); and

WHEREAS, the Parties desire to ensure that the following principles of the Title I of the WIOA are implemented: (a) Increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment; (b) Improving the quality and labor market relevance of workforce innovation, education, and economic development; (c) Promoting improvement in the structure and delivery of services; (d) Increasing the prosperity of workers and employers; and (e) Providing workforce development activities that increase employment, retention and earnings of participants and as a result, improve

the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity and competitiveness of the nation.

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

I. SCOPE OF WORK

The Partner agrees to provide services in accordance with **Exhibit A, Scope of Work**, attached hereto and incorporated by reference as if fully set forth herein. Methods for referring individuals to the CareerSource center Operators, Youth Programs and/or CareerSource center Partner for the appropriate services shall be set forth in the Scope of Work. Any modifications to the Scope of Work shall only be valid when they have been reduced to writing, duly approved and signed by both parties.

II. PERIOD OF PERFORMANCE

This MOU shall commence upon **July 1, 2024**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2027** unless earlier terminated as provided below.

III. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

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

- A.** Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex gender identity, gender expression or sex stereotyping (except as otherwise permitted under title IV of the Education Amendments of 1972), national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;
- B.** Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination against qualified individuals on the basis of race, color and national origin;
- C.** Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
- D.** 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;
- E.** The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
- F.** Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
- G.** Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities

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

- H. 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;
- I. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
- J. 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 basis 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 Partner also assures that it shall comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Partners’ operation of the WIOA Title I and Temporary Assistance to Needy Families (TANF) – financially assisted program or activity and to all agreements the Partner makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Partner understands the United States has the right to seek judicial enforcement of this assurance.

IV. IMMIGRATION REFORM AND CONTROL ACT

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

V. CONFIDENTIALITY

- A. The Partner shall maintain the confidentiality of any information, which is exempt or confidential pursuant to state or federal law, regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Partner shall not divulge such information without the written permission of the participant, or participant’s custodial parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by the SFWIB, for purposes related to the performance or evaluation of this MOU may be divulged to the SFWIB or such other persons as the SFWIB may designate, who are responsible for monitoring or evaluating the services and performances under the MOU, or to governmental authorities to the extent necessary for the proper administration of the law and the provision of services.

All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. The Partner shall provide a completed **Confidentiality Agreement, Attachment 1**, prior to the execution of the MOU.

- B. **Confidentiality Forms.** The Partner, in the course of receiving and utilizing confidential workforce program information for the purpose of performing its duties under this MOU, shall ensure that all employees, security officers, contractors, and subcontractors, and their employees, complete the following certification and acknowledgement forms prior to permitting those individuals to perform

any work under or relating to this MOU:

- a. **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated herein. The Partner shall maintain the completed confidentiality forms in each employee's personnel file.
- b. A universal **Authorization to Obtain Confidential Information Form, Attachment 3**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- c. A universal **Authorization to Obtain Confidential Employment Information Form, Attachment 4**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- d. A universal **Authorization to Release Confidential Information Form, Attachment 5**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.

VI. INDEMNIFICATION

The Parties shall be fully responsible for their own acts of negligence, or their respective agent's acts of negligence when acting within the scope of their employment, and shall be liable for all attorneys' fees and damages proximately caused thereby; provided, however, that the Parties' liability is subject to the limitations of section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

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

VII. TERMINATION

This MOU may be terminated without cause by any party hereto upon providing thirty (30) days' prior written notice to the other Parties.

VIII. NOTICE

It is understood and agreed between the Parties that written notice shall be mailed or delivered to the addresses set forth below and shall constitute sufficient written notice. The Parties designate the following:

For South Florida Workforce Investment Board:

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

For Gang Alternative, Inc.:

Michael J. Nozile, Sr., President & CEO

Gang Alternative, Inc.
 12000 Biscayne Blvd Suite 402
 Miami, Florida 33186

IX. AMENDMENTS

Any alteration, amendment, variation, modification, extension or waiver of provisions of this MOU shall only be valid when it has been reduced to writing, duly approved and signed by the authorized agent of each of the Parties.

X. PRIOR AGREEMENTS

This Agreement, and the attachments and exhibits specified below incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that 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 is a List of Attachments and Exhibits that are incorporated into this Agreement:

<u>Type</u>	<u>Letter/Number</u>	<u>Description</u>
Exhibit	A	Scope of Work
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Authorization to Obtain Confidential Information
Attachment	4	Authorization to Obtain Confidential Employment Information
Attachment	5	Authorization to Release Confidential Information
Attachment	6	Certification Regarding Environmental Tobacco Smoke

XI. AUTONOMY

The Parties agree that this MOU does not create or recognize any partnership, joint venture, or any other kind of organizational relationship other than herein set forth. The Parties acknowledge the independence and autonomy of each of the other Parties. The Parties remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the Partner is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB. Furthermore, the Partner’s officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees, agencies or instrumentalities of the SFWIB.

XII. GRIEVANCE PROCEDURES

The Partner shall comply with all of the SFWIB’s applicable Grievance and Complaint Procedures and as required by state and federal law.

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

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

XIV. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT (“RCRA”) FOR THE PROCUREMENT OF RECOVERED MATERIALS

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Partner shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

XV. EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS

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

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

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

XVI. ENVIRONMENTAL TOBACCO SMOKE

In accordance with Part C of P.L. 103-227, the “Pro-Children Act of 1994”, smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Partner shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 6**.

XVII. PUBLIC ANNOUNCEMENTS AND ADVERTISING

In accordance with Public Law 101-166, section 511, Steven’s Amendment; as renewed in the Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div H, Title V, section 505 and Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, and Continuing Appropriations Act, 2019, Pub. L. No. 115-245, div. B, tit. V, section 505, 132 Stat. 2981 (Sept. 28, 2018), when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal funds, the Partner shall clearly state:

- (1) The percentage of the total costs of the program or project which will be financed with federal funds,

- (2) The dollar amount of federal funds for the project or program, and
- (3) The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

The Partner shall incorporate “**a proud partner of the American Job Center network**” on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR Section 662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900. Each one-stop delivery system must include “**a proud partner of the American Job Center network**” identifier on all:

- Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.
- Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

XVIII. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The Partner shall comply with 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

XIX. CODES OF CONDUCT

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

XX. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

The Partner shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94.

XXI. VETERAN'S PRIORITY PROVISIONS

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

XXII. INTERGOVERNMENTAL PERSONNEL ACT

The Partner shall comply with the requirements of the Intergovernmental Personnel Act (42 U.S.C. Chapter 62 Section §4701).

XXIII. ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT ADMINISTRATIVE RULES, COSTS AND LIMITATIONS

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

XXIV. CERTIFICATION

By signing this Agreement, the Parties agree that the provisions contained herein are subject to all applicable, federal, state and local laws, regulations and guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to access point customers.

XXV. GOVERNING LAW AND VENUE

This MOU shall be governed by, and construed in accordance with the laws of the state of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. The Parties shall be responsible for their own attorneys' fees and litigation costs, up and through final appeal.

XXVI. FLORIDA PUBLIC RECORDS LAW

The Parties understand the broad nature of Florida's public records laws and shall comply with same and other laws relating to records retention. The Parties shall keep and maintain public records as required by law for performance of services encompassed in this Agreement. The Parties shall keep records to show their compliance with program requirements in accordance with this Agreement. The Parties and their subcontractors must make available, upon request of a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records in their possession that are directly pertinent to this Agreement for the purpose audits, examinations, excerpts, and transcriptions. Upon request from any of the Parties' custodian of public records, the Parties must provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. The Parties shall ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law. The Parties shall retain all records for no less than **five (5)** years after final payment is made or received and all pending matters are completed, unless other applicable state or federal law requires a lengthier retention period. Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the Agreement, the Parties shall transfer, at no cost, all public records in their possession that belong to another party or keep and maintain public records required by the Parties. If the Parties transfer public records to another party during the term of this Agreement or upon completion of the term, the Parties shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the any of the Parties, upon request from the Parties' custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

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

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

XXVII. SEVERABILITY

If any portion of this MOU is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

XXVIII. AUTHORITY TO EXECUTE AGREEMENT

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

INTENTIONALLY LEFT BLANK

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

AUTHORIZED SIGNATURES FOR: **Gang Alternative, Inc.**
AGREEMENT NUMBER: **MOU-PT-PY'24-27-00**

1a. DocuSigned by:
Michael Nozile
D132CC5C3E354C0...
Signature of Authorized Representative

8/2/2024
Date

2a. Michael J. Nozile, Sr.
Typed Name of Authorized Representative

3a. President & CEO
Full Title of Authorized Representative

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY: 
Rick Beasley
Executive Director, SFWIB

8/13/24
Date

OFFICE OF THE MAYOR

BY: _____
Daniella Levine Cava
Mayor

Date

PY'24-27
SCOPE OF WORK
GANG ALTERNATIVE, INC.

The collaboration between **South Florida Workforce Investment Board d/b/a CareerSource South Florida** (hereinafter the “**SFWIB**” or “**CSSF**”), and **Gang Alternative, Inc.** (hereinafter “**Gang Alternative**”, “**Partner**”, or “**Agency**”) seeks to provide employment, training, mentoring and support services the older youth through the Youth Build program, with the continuing purpose of preventing violence and delinquency. Through the SFWIB’s CareerSource centers, **Gang Alternative** is to create, maintain and promote a “CareerSource center delivery system” arrangement through community partnerships that complement the State and Federal Workforce Development System.

The SFWIB will seek to ensure that employment services are made available and **Gang Alternative** shall provide employment, training, mentoring and support services to older youth participants, referred by the SFWIB, following the process set forth herein.

I. Roles and Responsibilities:

A. The SFWIB shall:

- Ensure that the North Miami Beach CareerSource center operator works to register individuals before referring ex-offenders using the **Universal Referral Form (Attachment 1-A)** and adhering to **Referral Procedures (Attachment 1)**.
- Ensure that the North Miami Beach CareerSource center operator provides ex-offenders access to the following: assessment, career planning, Individual Training Accounts (ITA), On-the-Job Training (OJT), employers, and support services in order to help ex-offenders overcome barriers to training or employment.
- Ensure that the North Miami Beach CareerSource center operator provides documentation and follow-up on the status of ex-offenders referred to **Gang Alternative**, as requested.
- Ensure that the North Miami Beach CareerSource center operator works to complete work registration for each ex-offender, referred by completing the following **SFWIB** services:
 - Initial Assessment Application (IAA)
 - **Completed** Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration
 - EMD/EM Self-Job Matching and Self-Job Referrals
 - EMD/EM Resume
 - EMD/EM Labor Market Information
 - Completing the **Common Intake** form (**Attachment 2**) to document personnel information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available to **Gang Alternative** by the **SFWIB**, where applicable.
- Ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
- Is a resident of Miami-Dade County or Monroe County; and
- A citizen of the United States; or
- An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- Provide the highest grade completed; and
- Provide proof of veteran status, if applicable.

B. Gang Alternative shall:

- Provide 20 planned enrollments per year, in which a projected 27 per year will be placed into employment.
- Continue to provide Youth Build services at the Agency’s facility located at:

Gang Alternative's Corporate Office
 12000 Biscayne Boulevard, Suite #402
 North Miami, Florida 33181

Gang Alternative's Central Office
 6620 N Miami Avenue
 Miami, Florida 33150

- Provide post-release case management, assessment, pre-employment skills training, remedial education, job placement and mentoring.
- Refer older youth to other services, but not limited to, adult basic education, vocational skills training, and supportive services referrals, including substance abuse and mental health services.
- Monitor, track services and outcomes of older youth.
- Provide the North Miami Beach CareerSource center operator with flyers, pamphlets, and/or brochures regarding **Gang Alternative’s** Youth Build program for display.
- Document and follow-up on the status of the ex-offenders referred by the North Miami Beach CareerSource center operator, as requested.
- Ensure that the North Miami Beach CareerSource center operator works to complete work registration for each ex-offender, referred by completing the following **SFWIB** services:
 - Initial Assessment Application (IAA)
 - **Completed** Employ Miami-Dade (EMD)/Employ Monroe (EM) Self-Registration
 - EMD/EM Self-Job Matching and Self-Job Referrals
 - EMD/EM Resume
 - EMD/EM Labor Market Information

Exhibit A

- Completing the **Common Intake** form (**Attachment 2**) to document personnel information to 1) establish identity, 2) unemployment status, 3) proof of valid social security number, 4) maintain contact information, 5) ensure Equal Employment Opportunity (EEO), and 6) determine eligibility priority for Workforce Innovation and Opportunity Act (WIOA) services. This information shall be made available by **Gang Alternative** to the **SFWIB**, where applicable.
- Ensure eligibility determination and registration include: (1) completed WIOA Application; (2) verification of the information provided in the application; (3) determination that the applicant meets the eligibility criteria established by WIOA and the SFWIB; and (4) entry into the EMD/EM Management Information System.

All adults shall meet the WIOA Adult eligibility criteria listed below:

- 18 years of age or older; and
- Is a resident of Miami-Dade County or Monroe County; and
- A citizen of the United States; or
- An eligible non-citizen who is authorized by the U.S. Citizenship and Immigration Services; and
- In compliance with the Selective Service Act (only relevant for males at least 18 years of age and born after December 31, 1959); and
- Provide the highest grade completed; and
- Provide proof of veteran status, if applicable.
- When obtaining documentation from another agency/person in the course of delivering services as set forth herein, **Gang Alternative** shall:
 - Advise the participant of the need to obtain information and determine the participant's willingness to authorize release of information.
 - If the participant does not object to the release of information, the **Gang Alternative** will:
 - Complete sections I and IV of the Authorization to Obtain Confidential Information or the Authorization to Obtain Employment Information forms, and ensure that the participant completes Sections II, III and IV;
 - Retain a copy of the completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms; and
 - Mail/provide the original completed Authorization to Obtain Confidential Information, or the Authorization to Obtain Employment Information forms to the agency/person that will provide the information.

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 **Agency** 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 **Agency** by South Florida Workforce Investment Board (SFWIB).

In compliance with the requirements of 20 CFR 603.9(b)(v)(A), the **Agency** 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 **Agency** 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 **Agency** agrees to abide by DEO, state and federal statutes, policies and rules described above, and SFWIB policies and procedures, and that the **Agency** 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.

Gang Alternative, Inc.

Company Name (type or print)

DocuSigned by:
Michael Nozile
D132C6563E354C0...
Authorized Representative signature

8/12/2024
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.

DocuSigned by:

 Employee Signature: _____ Date: 8/12/2024
D432CC5C3E354C0...

Print Employee Name: Michael Nozile

Address: 12000 Biscayne Blvd., Ste402, North Miami, FL 33181

Work Telephone: 786-391-2375

E-Mail: mnozile@myga.org

AUTHORIZATION TO OBTAIN CONFIDENTIAL INFORMATION

SECTION I – GENERAL CONSENT

Participant's Name: _____

Last four digits of SSN: _____ **or Date of Birth:** _____

I acknowledge that by signing this form, I am authorizing the CareerSource South Florida (CSSF) center staff to obtain confidential information, which may include information related to a minor child (if applicable).

I authorize CSSF center staff to obtain confidential information from the following person or agency _____.

This authorization will remain in effect until the expiration date indicated below.

I herewith release any person, agency or institution from any and all liability to me for supplying such information.

SECTION II – INFORMATION TO BE RELEASED

Check one of the following boxes:

- Release all of my record**
- Release only the following information:**

Participant must initial each item to be released

- _____ Protected health information
- _____ Public assistance records
- _____ Vocational rehabilitation assessment or evaluation tools
- _____ Social security numbers
- _____ Date of birth
- _____ Telephone numbers
- _____ Other (please specify): _____

SECTION III – EXPIRATION

This authorization expires on: ___/___/___

Note: A two (2) year expiration date is required in order to receive employment information

SECTION IV – SIGNATURE

Participant Signature _____ Date _____

Participant Signature* _____ Date _____

Parent/Guardian Signature (If participant is a minor) _____ Date _____

**Please note that if this is a two-parent family case both participants must give authorization for the release of information when the record pertains to both.*

SECTION V CSSF CENTER INFORMATION

CSSF center Name: _____

Address: _____

Telephone number: _____

AUTHORIZATION TO OBTAIN CONFIDENTIAL EMPLOYMENT INFORMATION

SECTION I – GENERAL CONSENT

Participant's Name: _____ **Last four digits of SSN:** _____

I acknowledge that by signing this form, I am authorizing the CareerSource South Florida (CSSF) center staff and/or CSSF staff (including, but not limited to, the Independent Monitoring Office), to obtain employment and wage record information from any current or future employer while I am a participant in a CSSF funded program and up to 24 months after the end date of my participation in the program.

I authorize CSSF center staff to obtain confidential information from the following person or agency _____.

This authorization will remain in effect until the expiration date indicated below.

I herewith release any person, agency or institution from any and all liability to me for supplying such information.

SECTION II – INFORMATION TO BE RELEASED

- Participant's job title
- Job start date
- Hours worked per week
- Beginning wage
- Current employment status
- Current wage
- Job end date
- Benefits available to participant in current job

SECTION III – EXPIRATION

This authorization expires on: ___/___/___

Note: A two (2) year expiration date is required in order to receive employment information for follow-up purposes.

SECTION IV – SIGNATURE

Participant Signature _____ Date _____

Center staff _____ Date _____

SECTION V CSSF CENTER INFORMATION

CSSF center Name: _____

Address: _____

Telephone number: _____

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

SECTION I – GENERAL CONSENT

Participant's Name: _____

Last four digits of SSN: _____ **or Date of Birth:** _____

I acknowledge that by signing this form, I am authorizing the CareerSource South Florida (CSSF) center staff to release confidential information, which may include information related to a minor child (if applicable).

I authorize CSSF center staff to release confidential information to the following person or agency _____.

This authorization will remain in effect until the expiration date indicated below.

I herewith release any person, agency or institution from any and all liability to me for supplying such information.

SECTION II – INFORMATION TO BE RELEASED

Check one of the following boxes:

- Release all of my record**
- Release only the following information:**

Participant must initial each item to be released

- _____ Protected health information
- _____ Public assistance records
- _____ Vocational rehabilitation assessment or evaluation tools
- _____ Social security numbers
- _____ Date of birth
- _____ Telephone numbers
- _____ Other (please specify): _____

SECTION III – EXPIRATION

This authorization expires on: ___/___/___

SECTION IV – SIGNATURE

Participant Signature _____ Date _____

Participant Signature* _____ Date _____

Parent/Guardian Signature (If participant is a minor) _____ Date _____

**Please note that if this is a two-parent family case both participants must give authorization for the release of information when the record pertains to both.*

SECTION V CENTER INFORMATION

CSSF center Name: _____

Address: _____

Telephone number: _____

**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, 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.

DocuSigned by:
Michael Nobile
D132GG6G3E354G0...
Signature

8/12/2024
Date

President/CEO
Name and Title of Authorized Representative

Gang Alternative, Inc.
Name of Organization