



**MASTER INTERNSHIP AGREEMENT BETWEEN BROWARD COUNTY  
AND CAREERSOURCE BROWARD FOR UNIVERSITY STUDENT PRACTICUM PROGRAM  
PAID INTERNSHIP OPPORTUNITIES**

This Master Internship Agreement between Broward County and CareerSource Broward for University Student Practicum Program Paid Internship Opportunities (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and the Broward Workforce Development Board, Inc. d/b/a CareerSource Broward (“CSBD”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

A. County operates the University Student Practicum Program (“USPP”) that provides students with internship learning experiences with human services agencies in Broward County.

B. CSBD receives federal funding pursuant to the Workforce Innovation and Opportunity Act, 29 U.S.C. § 3101, et seq., as amended (“WIOA”), which can be utilized to offer paid internships (“CSBD Program”) to interns meeting certain criteria.

C. The Parties desire to enter into this Agreement to provide paid internship opportunities to interns participating in the USPP that meet the CSBD Program eligibility criteria established in this Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Code** means the Broward County Code of Ordinances.
- 1.4. **Contract Administrator** means the Director of Human Services, the Assistant Director of Human Services, or such other person designated by the Director of Human Services in writing.
- 1.5. **Participant** means a USPP intern that meets the eligibility criteria set forth in Section 4.1 below, is certified by CSBD as an eligible participant, and enrolls to participate in the CSBD Program.
- 1.6. **Worksite** means the physical location to which a Participant is assigned.

1.7. **Worksite Supervisor** means the personnel designated by County to provide continuous on-site supervision and direction to Participants at a Worksite.

## ARTICLE 2. EXHIBITS

<b>Exhibit A</b>	<b>USPP Intern Training Plan</b>
<b>Exhibit B</b>	<b>Assurances and Certifications</b>
<b>Exhibit C</b>	<b>Drug Free Workplace Certification</b>
<b>Exhibit D</b>	<b>Debarment Certification Form</b>
<b>Exhibit E</b>	<b>Anti-Lobbying Form</b>
<b>Exhibit F</b>	<b>Lobbying Certification</b>

## ARTICLE 3. RESPONSIBILITIES OF COUNTY

3.1. Scope of Work. County shall provide Worksite(s) and provide the USPP work experience to Participants selected by County and approved by CSBD as further set forth in this Agreement. Prior to the start of each semester, as further described below, County and CSBD will complete the USPP Intern Training Plan, in the form substantially similar to that attached as Exhibit A.

3.2. Semester Dates. The approximate program dates for each semester of the USPP work experience are as follows: Summer Semester (May-July), Spring Semester (January-May), and Fall Semester (August-December). Each year County shall notify CSBD regarding the exact dates the USPP work experience semester will begin and end and coordinate dates for CSBD to provide Worksite Supervisor training.

3.3. Referral of USPP Interns. County will select interns to participate in the USPP utilizing County's internship criteria. After County has selected interns for the USPP, County will screen the USPP intern applications and refer to CSBD any interns that appear to meet the following criteria: (a) intern is a Broward County Resident; (b) intern has documentation to show the individual is eligible to work in the United States (I-9 documents); and (c) if male, intern is registered for the selective service (if intern's registration status is unknown to County, County will refer the intern to CSBD, which will verify intern eligibility in accordance with Section 4.1 of the Agreement). County shall have no further obligation to determine if a USPP intern otherwise qualifies to participate in the CSBD Program pursuant to this Agreement.

3.4. Job Orders. County must complete a job order form provided by CSBD each semester (spring, summer, and fall) for all work experience positions that have been filled by a Participant. The job order must be submitted to CSBD electronically following transmittal of the link to County by CSBD. Each job order should state the number of Participants selected for each type of position, the location of the applicable Worksite, and list the duties and responsibilities of the jobs to be performed by Participants.

3.5. Worksites. County shall ensure that all Worksites are sanitary and safe. County shall not make material changes to Participant's job duties, Worksite Supervisor, or location without approval from CSBD in advance of the change.

3.6. Supervision. County shall supervise Participants while they are at the Worksite. County shall send Worksite Supervisors to CSBD training, which is scheduled prior to the start of each semester of each year that this Agreement is in effect. County will instruct Worksite Supervisors to utilize the CSBD Worksite Supervisor Handbook (provided by CSBD at the training) to supervise Participants during their work experience. County shall provide Worksite Supervisors with a copy of the applicable job order to ensure the Worksite Supervisor is knowledgeable regarding the duties to be assigned to Participants. Worksite Supervisors are responsible for verifying and signing Participant time sheets. In the event of a change in Worksite Supervisor, County will provide the new Worksite Supervisor with a copy of the Worksite Supervisor Handbook and applicable job order.

3.7. Applicable Laws. County agrees to comply with applicable federal and state child labor laws, rules, and regulations in connection with the CSBD Program and Participants performing services at a Worksite pursuant to this Agreement.

3.8. Work Hours. County shall ensure that the time worked by each Participant is recorded on time sheets in segments of fifteen (15) minutes and that time sheets properly reflect absences attributed to sick, vacation, or holiday time. County shall ensure Participants do not work more than twenty-eight (28) hours a week and may not assign or request Participants to work overtime. Participants may not “make up” time when they take leave, sick, vacation, or holiday time. County shall not change or reschedule Participants’ work hours without written approval from CSBD in advance of the change. Time sheets shall be signed by the Participant and the Worksite Supervisor and submitted to CSBD in accordance with a procedure to be established by CSBD for the collection of the time sheets. County shall not be responsible for payment of any wages to Participants.

3.9. Reporting; Inspection. County shall immediately inform the applicable CSBD Program manager or the CSBD Program monitor of any accident or injury involving a Participant at a Worksite, or of any problem concerning a Participant’s performance. County shall allow representatives of CSBD to visit Worksites for the purpose of monitoring the Participant experience, case management, and collection of time sheets. County shall maintain appropriate records and files, including, but not limited to, time sheets, attendance records, Worksite Supervisor, and assignments, for a minimum of three (3) years and shall make them available to CSBD upon request.

#### **ARTICLE 4. RESPONSIBILITIES OF CSBD**

4.1. Determining Participant Eligibility and Enrollment. CSBD shall be solely responsible for determining whether interns referred by County meet all CSBD Program eligibility requirements. In addition to the CSBD Program eligibility requirements described in Section 3.3 above, CSBD eligibility criteria may include income guidelines or other requirements imposed by the WIOA and may require interns to register on Employ Florida ([www.employflorida.com](http://www.employflorida.com)). If CSBD determines an intern meets all CSBD Program eligibility requirements, CSBD shall notify the intern of their eligibility for participation in the CSBD Program, and if the intern desires to become a Participant, CSBD shall complete any paperwork necessary to enroll Participants in the CSBD

Program. CSBD shall be solely responsible for advising Participants of all CSBD Program requirements. Prior to each semester, and prior to or simultaneously with providing the job order transmittal link described in Section 3.4, CSBD shall provide County a list of all enrolled Participants.

4.2. Disclosure of Funding Obligations, Work Hours, and Limitations to Participants. CSBD shall advise all Participants in writing that: (i) participation in the CSBD Program is voluntary; (ii) all wages are provided solely by CSBD; (iii) the CSBD Program may be cancelled or terminated at any time, and that any cancellation or termination of the CSBD Program will not affect Participant's enrollment in the USPP; (iv) funding under the CSBD Program is limited to a maximum of 480 hours per Participant; (v) any hours worked by Participant in excess of 480 hours will be unpaid; (vi) Participant will not be paid for leave, sick, vacation, or holiday time; and (vii) County has no obligation to pay any wages or any other money to Participant.

4.3. Training. CSBD shall provide Worksite Supervisor training to County prior to the start of each semester. CSBD and County shall coordinate mutually agreed upon dates for training.

4.4. Monitors. CSBD shall assign monitors to each Worksite who shall case manage Participants, serve as job coaches, and address issues identified by Worksite Supervisors. The monitors shall collect time sheets and distribute Participant paychecks as may be required for Participants who have not received bank pay cards.

4.5. Parties Relationship and Wages. CSBD acknowledges and agrees that Participants are solely employees of CSBD and are not employees of County, and nothing in this Agreement is intended to or does create an employer/employee or joint employer/employee relationship between County and any Participant. CSBD shall pay wages directly to Participants and shall provide workers' compensation for all Participants. No compensation shall be due from County for any hours worked by a Participant.

## **ARTICLE 5. TERM AND TIME OF PERFORMANCE**

5.1. Term. This Agreement begins on the date it is fully executed by the Parties ("Effective Date") and continues through July 31, 2024 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and any Extension Term(s) as defined in this article are collectively referred to as the "Term."

5.2. Extensions. The Parties may extend this Agreement for up to three (3) additional one (1) year terms (each an "Extension Term") on the same terms and conditions stated in this Agreement by execution of an amendment at least thirty (30) days prior to the expiration of the then-current term. The Purchasing Director is authorized to execute an amendment to exercise any Extension Term.

5.3. Fiscal Year. The continuation of this Agreement beyond the end of any either Party's fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

5.4. Time of the Essence. Time is of the essence for the performance of the duties, obligations, and responsibilities of the Parties required by this Agreement.

## **ARTICLE 6. REPRESENTATIONS AND WARRANTIES**

6.1. Representation of Authority. Each individual executing this Agreement on behalf of a Party represents and warrants that they are, on the date they sign this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and that they do so with full legal authority.

6.2. Public Entity Crime Act. Each Party represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Each Party further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether the Party has been placed on the convicted vendor list.

6.3. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Each Party represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Each Party represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with the other Party on any of the grounds stated in Section 287.135, Florida Statutes. Each Party represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.4. Verification of Employment Eligibility. Each Party certifies it has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If either Party violates this section, the non-violating Party may terminate this Agreement for cause.

6.5. Prohibited Telecommunications Equipment. CSBD represents and certifies that CSBD and all Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. CSBD represents and certifies that CSBD and all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

6.6. Breach of Representations. Each Party acknowledges that the other Party is materially relying on the representations, warranties, and certifications stated in this article, and the non-breaching Party shall be entitled to exercise any or all of the following remedies if any such

representation, warranty, or certification is untrue: (a) recovery of damages incurred; and (b) termination of this Agreement without any further liability to the non-breaching Party.

#### **ARTICLE 7. GOVERNMENTAL IMMUNITY**

Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Agreement. Each Party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law.

#### **ARTICLE 8. INSURANCE**

8.1. CSBD is an entity subject to Section 768.28, Florida Statutes, and will provide the Contract Administrator with written verification of liability protection in accordance with state law on or before the date of CSBD's execution of this Agreement.

8.2. County is an entity subject to Section 768.28, Florida Statutes, and will provide the CSBD with written verification of liability protection in accordance with state law on or before the date of County's execution of this Agreement.

#### **ARTICLE 9. TERMINATION**

9.1. Termination for Convenience; Other Termination. This Agreement may be terminated for convenience by either Party with at least thirty (30) days' advance written notice to the other Party. CSBD may terminate this Agreement upon twenty-four (24) hours' written notice to County in the event that funding to CSBD is de-obligated or the grant under which the internship is funded is terminated. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

9.2. Termination for Cause. CSBD may terminate this Agreement at any time that CSBD's President/CEO determines that County has failed to comply with any of the material provisions contained in this Agreement; or County has failed to take corrective action within a reasonable time after receiving oral or written requests to do so; or if the health or safety of Participants may be at risk in connection with the Program.

9.3. If this Agreement is terminated by either Party pursuant to this section, CSBD shall notify any Participant of such termination and pay Participant directly for any internship work performed through the termination date specified in the written notice of termination. County shall have no obligation to pay Participant(s) for any internship services under this Agreement.

9.4. Notice of termination shall be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

#### **ARTICLE 10. MISCELLANEOUS**

10.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with CSBD to manage and supervise the performance of this Agreement. CSBD acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

10.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by CSBD in connection with performing Services, whether finished or unfinished (“Documents and Work”), shall be jointly owned by County and CSBD. CSBD shall ensure that the requirements of this section are included in all agreements with all Subcontractor(s).

10.3. Public Records. Notwithstanding anything else in this Agreement, any action taken by either Party in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If either Party is acting on behalf of the other Party as stated in Section 119.0701, Florida Statutes, the Parties shall:

10.3.1. Keep and maintain public records required by this Agreement;

10.3.2. Upon request from either Party, provide the other Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

10.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to the other Party; and

10.3.4. Upon expiration of the Term or termination of this Agreement, transfer to the other Party, at no cost, all public records in possession of the Party or keep and maintain public records required by the Party to perform the under this Agreement. If a Party keeps and maintains the public records, the Party shall meet all requirements of Applicable Law

for retaining public records. All records stored electronically must be provided upon request in a format that is compatible with the information technology systems of the requesting Party.

A request for public records regarding this Agreement or the Services, must be made directly to the applicable Party, who will be responsible for responding to any such public records requests. The Parties will provide any requested records to each other to enable the applicable Party to timely respond to the public records request.

Either Party must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that a Party contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which a Party asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, the applicable Party must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request, the Party submitting Restricted Material must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to either Party for records designated by the other Party as Restricted Material, the Party shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by the Party, or the claimed exemption is waived. Any failure by either Party to strictly comply with the requirements of this section shall constitute waiver of the other Party’s obligation to treat the records as Restricted Material.

**IF A PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OTHER PARTY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE COUNTY AT 954-357-5774, PPRUDENT@BROWARD.ORG, 115 S. ANDREWS AVENUE ROOM 318 FORT LAUDERDALE, FL 33301, AND THE CUSTODIAN OF PUBLIC RECORDS FOR CSBD AT 954-202-3830, RDANIELS@CAREERSOURCEBROWARD.COM, 2890 W. CYPRESS CREEK RD, FORT LAUDERDALE, FL 33309.**

10.4. Audit Rights and Retention of Records. Each Party shall have the right to audit the books, records, and accounts of the other Party that are related to this Agreement. The Parties shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, each Party shall make same available in written form at no cost to the other Party. Each Party shall provide the other Party with reasonable access to its facilities, and each Party shall be allowed to interview all current or

former employees of the other Party to discuss matters pertinent to the performance of this Agreement.

Each Party and all Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and each Party expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with the other Party. Any audit or inspection pursuant to this section may be performed by any representative of a Party (including any outside representative engaged by a Party). Each Party hereby grants the other Party the right to conduct such audit or review at the applicable Party's place of business, if deemed appropriate, with seventy-two (72) hours' advance notice. Each Party shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by the other Party.

10.5. Independent Contractor. CSBD is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither CSBD nor its agents shall act as officers, employees, or agents of County. CSBD shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

10.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

10.7. Third-Party Beneficiaries. Neither CSBD nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.8. Notice Address. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Human Services  
Attn: Jennifer Melgarejo  
115 South Andrews Avenue, Room 318  
Fort Lauderdale, Florida 33301  
Email address: [jmelgarejo@broward.org](mailto:jmelgarejo@broward.org)

FOR CSBD:

CareerSource Broward  
Attn: Carol Hylton  
2890 Cypress Creek Rd  
Ft. Lauderdale, FL 33309  
Email address: [chylton@careersourcebroward.com](mailto:chylton@careersourcebroward.com)

10.9. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by CSBD without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

10.10. Conflicts. Neither CSBD nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CSBD's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of CSBD's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or CSBD is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude CSBD or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If CSBD is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, CSBD shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as CSBD.

10.11. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of

this Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

10.12. Compliance with Laws. Each Party must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements, including, but not limited to, WIOA Section 188 nondiscrimination requirements and the nondiscrimination regulations promulgated thereunder, and Title VI of the Civil Rights Act of 1964 with respect to the performance of their obligations under this Agreement. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

10.13. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

10.14. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

10.15. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

10.16. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

10.17. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court,

the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.18. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and CSBD.

10.19. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

10.20. HIPAA Compliance. County has access to protected health information (“PHI”) that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If CSBD is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) or the Health Information Technology for Economic and Clinical Health Act (“HITECH”), CSBD shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at [www.broward.org/Purchasing/Pages/StandardTerms.aspx](http://www.broward.org/Purchasing/Pages/StandardTerms.aspx). The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, CSBD shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its “Notice of Privacy Practices” notice of CSBD’s and County’s uses of client’s PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. CSBD shall ensure that the requirements of this section are included in all agreements with Subcontractors.

10.21. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

10.22. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

10.23. Use of County Name or Logo. CSBD shall not use County’s name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

10.24. Assurances and Certifications. If necessary for CSBD to receive and/or continue to allocate WIOA funding to Participants, County upon request from CSBD agrees to execute the necessary assurances, forms, and certifications in substantially the form attached as Exhibits B, C, D, E, and F. The County Administrator is authorized to execute these documents.

10.25. Polystyrene Food Service Articles. CSBD shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Master Internship Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator authorized to execute same by Board action on the 13th day of June, 2023, and the Broward Workforce Development Board, Inc. d/b/a CareerSource Broward, signing by and through its President/CEO duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through  
its County Administrator

By: \_\_\_\_\_  
County Administrator

\_\_\_\_ day of \_\_\_\_\_, 2023

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By Stacey Weinger \_\_\_\_\_  
Stacey R. Weinger (Date)  
Assistant County Attorney

Digitally signed by Stacey Weinger  
Date: 2023.05.10 15:42:09 -04'00'

By  \_\_\_\_\_  
Rene D. Harrod (Date)  
Chief Deputy County Attorney

Digitally signed by Rene D. Harrod  
Reason: Approved as to form  
Location: Broward County Attorney's Office  
Date: 2023.05.10 15:48:04 -04'00'

SRW  
CareerSource USPP Internship Agreement  
5/10/2023

**MASTER INTERNSHIP AGREEMENT BETWEEN BROWARD COUNTY  
AND CAREERSOURCE BROWARD FOR UNIVERSITY STUDENT PRACTICUM PROGRAM PAID  
INTERNSHIP OPPORTUNITIES**

**CSBD**

**The Broward Workforce Development Board,  
Inc. d/b/a CAREERSOURCE BROWARD**

By: Carol Hylton  
Authorized Signer

CAROL HYLTON- President/CEO  
Print Name and Title

10 day of May, 2023

WITNESS:

Kimberly Bryant  
Signature

Kimberly Bryant, Sr VP of Operations  
Print Name of Witness above

## Exhibit A USPP Intern Training Plan

Worksite Information <i>(completed by CSBD Staff and Employer)</i>			
Between CareerSource Broward (CSBD) and <b>Company Name</b>			
Worksite Supervisor:	Title:	Phone:	Email:
Worksite Address:	City:	Zip:	Current # of Employees:
Is the Participant or any CSBD employee related to anyone at worksite? Yes <input type="checkbox"/> No <input type="checkbox"/> <small>(If yes, do not proceed)</small>			Alt. Supervisor:
Worksite Type: Not-for-Profit <input type="checkbox"/> Public-Sector/Government <input type="checkbox"/> For-Profit <input type="checkbox"/>			
Has employer contracted with CSBD in the past? <b>Yes_X_ No_</b> If yes, what program? ITA ___ OJT___ IWT___ <b>WEX_X_ WISE</b>			

Work Experience Information <i>(Completed by CSBD Staff and Employer)</i>			
Job Title:	ONET: <b>29-9012.00</b>	SVP: <b>6.0 to &lt; 7.0</b>	Job Description Attached? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Hourly Wage: \$ <b>____.00</b>	Maximum # of Training Hours per week not to exceed <b>28</b>		Maximum # of Training Hours: <b>480</b>
Schedule: M <input type="checkbox"/> T <input type="checkbox"/> W <input type="checkbox"/> TH <input type="checkbox"/> Hours: ___ AM - ___ PM <small>(Schedule must be between the following days/times: Monday- Friday, 8 AM-6 PM)</small>			Final Date of Training: <b>00/00/20xx</b>

Learning Goals <i>(Completed by CSBD Staff and Employer)</i>
<b>Description of Duties</b> <i>(If needed, please attach any supporting documents: case notes, résumé, applicant statements, etc.)</i>
1.
2.

CSBD Participant Information <i>(Completed by Success Coach)</i>		
Participant Name:	Last 4 Digits of SS#:	State ID #:
Received ITA/OJT? Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If Yes, amount: _____ &amp; Training End Date</i>		Occupation:
Worked for the Employer in the past? Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If Yes, do not proceed</i>		Funding: <input type="checkbox"/> Adult <input type="checkbox"/> DW

**~ All signatures must be obtained prior to submitting for approval. ~**

<b>First and Last Name</b>		
CareerSource Broward Job Developer	Signature	Date

<b>Paula Dewitt</b>		
WIOA Supervisor Name	Signature	Date

<b>First and Last Name</b>		
Success Coach Name	Signature	Date

<b>First and Last Name</b>		
Participant Name	Signature	Date

<b>First and Last Name</b>		
Worksite Supervisor Name	Signature	Date

**CAREERSOURCE BROWARD APPROVAL**

<b>Tony Ash   Kimberly Bryant</b>		
Executive	Signature	Date

**Exhibit B**  
**Assurances and Certifications**

By executing the foregoing contract, County assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, County agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the “Buy American Act”).

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, County will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care’s HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals’ religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act.

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, County may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, County may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that

has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by OOL prior to December 18,2015. DOL has identified these goods and services here <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, 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 money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and

3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

#### k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

#### l. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

#### m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

#### n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster National Dislocated Worker Grants (NDWG's) "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies – If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA, County agrees that for NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office ([www.fws.gov/offices](http://www.fws.gov/offices)).

q. Architectural Barriers

County shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

#### r. Drug-Free Workplace

County shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

#### s. Executive Orders

County shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities: and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

#### t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U S C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in

identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/>.

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's 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 this contract.

2. This Agreement may be unilaterally terminated 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 is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension."

- b. Provision applicable to other than private entities. This Agreement may be unilaterally terminated if County:
  - 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 to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either:
    - i. Associated with performance under this award; or
    - ii. Imputed to County using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
- c. County agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
- d. Definitions: For purposes of this award term:
  - 1. "Employee" means either:
    - i. An individual employed by you 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 subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - 3. "Private entity": 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. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and 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).

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288), County shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veteran's priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09).

bb. Davis Bacon

County shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7).

cc. Copeland 'Anti-Kickback' Act (40 U.S.C. 3145)

County shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874).

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

County shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties. assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

County shall comply with the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C.

7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

County certifies that they are not on the Federal Debarment and Suspension List (Executive Orders 12549 and 12689).

hh. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

County certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. 1352.

ii. Hatch Act

County will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

County 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 handicaps; (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) Sections 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 non-discrimination statute(s) which may apply to the application.

County assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex 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 B financially assisted program or activity;
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

County also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. County understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

County shall 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 flood plains 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 (Clear 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).

## II. County Subrecipients

- a. If County is a sub recipient, County will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F “Audits of States, Local Governments, and Non-Profit Organizations,” and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations, and policies governing this program.

**Exhibit C**  
**Drug Free Workplace Certification**

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F, I, \_\_\_\_\_, the undersigned, in representation of Broward County, attests and certifies that County will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in County's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees concerning:
  - 1. The dangers of drug abuse in the workplace.
  - 2. The policy of maintaining a drug-free workplace.
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A.
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
  - 1. Abide by the terms of the statement.
  - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. County will provide such notice of convicted employees, including position title, to CSBD regarding any convicted employee working on a CSBD grant activity. The notice shall include the identification number (s) of each affected contract/grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

G. Notwithstanding the foregoing, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and County has decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

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Check ( ) if there are workplaces on file that are not identified here.

Check ( ) if an additional page was required for the listing of the workplaces.

**CERTIFICATION**

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**Exhibit D**  
**Debarment Certification Form**

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities.

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies, to the best of its knowledge and belief, that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal 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 contract 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;
  - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Representative



**Exhibit F**  
**Lobbying Certification**

CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her 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 the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 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 the 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 undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

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Grantee/Contractor/Organization	Program/Title
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Name of Certifying Official Print Name and Sign	Date
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**SIGNATURE CERTIFICATE**



**REFERENCE NUMBER**

23E66DEC-F177-4818-B6B0-718A56B86C92

TRANSACTION DETAILS	DOCUMENT DETAILS
<p><b>Reference Number</b> 23E66DEC-F177-4818-B6B0-718A56B86C92</p> <p><b>Transaction Type</b> Signature Request</p> <p><b>Sent At</b> 05/10/2023 10:09 EDT</p> <p><b>Executed At</b> 05/10/2023 13:30 EDT</p> <p><b>Identity Method</b> email</p> <p><b>Distribution Method</b> email</p> <p><b>Signed Checksum</b> c8e80e130398f15057f3472c24052ff9fc37b5f37f8ee47da96db417794bbe06</p> <p><b>Signer Sequencing</b> Enabled</p> <p><b>Document Passcode</b> Disabled</p>	<p><b>Document Name</b> Career Source 2023 Agreement Final</p> <p><b>Filename</b> career_source_2023_agreement_final_.pdf</p> <p><b>Pages</b> 32 pages</p> <p><b>Content Type</b> application/pdf</p> <p><b>File Size</b> 427 KB</p> <p><b>Original Checksum</b> 555cb1b8cb413087f8b25bf520e3d4dcc44db5f3855679feda1ed547e13e1c2a</p>

**SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b> Kimberly Bryant</p> <p><b>Email</b> kbryant@careersourcebroward.com</p> <p><b>Signer Sequence</b> 1</p> <p><b>Components</b> 2</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> be7dafcfbe6d0b3faeb9705cbb10b9e38225327ae665d6892e9ec58ceaf73512</p> <p><b>IP Address</b> 67.23.70.69</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Typed Signature</b> </p> <p><b>Signature Reference ID</b> DB8EC9B5</p>	<p><b>Viewed At</b> 05/10/2023 13:30 EDT</p> <p><b>Identity Authenticated At</b> 05/10/2023 13:30 EDT</p> <p><b>Signed At</b> 05/10/2023 13:30 EDT</p>
<p><b>Name</b> Carol Hylton</p> <p><b>Email</b> chylton@careersourcebroward.com</p> <p><b>Signer Sequence</b> 0</p> <p><b>Components</b> 3</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 1d5313b7b74ee4c75fcd4637d102a957f297eeb8ac47beab4f160e9ba3d2e6ab</p> <p><b>IP Address</b> 67.23.70.69</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Typed Signature</b> </p> <p><b>Signature Reference ID</b> 43FD5329</p>	<p><b>Viewed At</b> 05/10/2023 13:07 EDT</p> <p><b>Identity Authenticated At</b> 05/10/2023 13:08 EDT</p> <p><b>Signed At</b> 05/10/2023 13:08 EDT</p>

**AUDITS**

TIMESTAMP	AUDIT
05/10/2023 10:09 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document

'career\_source\_2023\_agreement\_final\_.pdf' on Chrome via Windows from 67.23.70.69.

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Carol Hylton (chylton@careersourcebroward.com) was emailed a link to sign.

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Moya Brathwaite (mbrathwaite@careersourcebroward.com) shared document 'career\_source\_2023\_agreement\_final\_.pdf' on Chrome via Windows from 67.23.70.69.

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