

**CAREER SOURCE CENTRAL FLORIDA
SUB-AWARD WIOA YN 171-0018 TO
IMPOWER, INC. FOR
2017-18 YOUTH NAVIGATOR SERVICES**

Title 2 – Subtitle A – Chapter II – Part 200 – Subpart D - § 200.331: Requirements for pass-through entities.	
(a) The following sub-award information is provided by CareerSource Central Florida, the Pass-Through Entity, to XXXX, the Sub-Recipient. If/when any of these data elements changes, the change(s) will (also) be included in any subsequent sub-award modification(s).	
(1) Federal Award Identification.	
• Sub-Recipient name (which must match the name associated with its unique entity identifier)	IMPOWER, Inc.
• Sub-Recipient's unique entity identifier	DUNS #93-869-4759 FEI #65-0439778
• Federal Award Identification Number (FAIN)	AA-30737-17-55-A-12
• Federal Award Date	July 1, 2017
• Sub-Award Period of Performance: start/end dates	April 1, 2018 – June 30, 2019
• Amount of Federal funds obligated by this action	\$53,275.00
• Total amount of Federal funds obligated to the Sub-Recipient	\$10,655.00 - 4/1/2018 thru 6/30/2018 \$42,620.00 - 7/1/2018 thru 6/30/2019
• Total amount of Federal Award to CSCF	\$30.6M
• Federal award project description	Youth Navigator
• Name of Federal awarding agency	<u>Federal awarding agency:</u> For WIOA: U. S. Dept. of Labor through State of Florida, Dept. of Economic Opportunity For TANF: U. S. Dept. of Health and Human Services through State of Florida, Dept. of Economic Opportunity <u>Pass Through Entity:</u> CareerSource Central Florida <u>Contact information:</u> William Warren, Contracts Management Specialist wwarren@careersourcecf.com
• Pass-through entity, and	
• Contact information for awarding official	
• CFDA Number and Name	17.259 - WIOA Youth
• Is this sub-award for R&D?	No
• Indirect cost rate for the Federal award	11.4%

THIS SUB-AWARD is entered into between CareerSource Central Florida (CSCF), with administrative offices at 390 N. Orange Ave., Suite 700, Orlando, FL 32801, and IMPOWER, Inc., hereinafter referred to as "Sub-recipient" with administrative offices at 111 W Magnolia Ave, Longwood, FL 32750, for the purpose of providing Youth Navigator Services as authorized by the Workforce Innovation and Opportunity Act (WIOA – Public Law 113-128), and Florida's Workforce Innovation Act 2000, Chapter 2000-165 Laws of Florida, and any subsequent amendments.

CSCF agrees to pay Sub-recipient for services according to the Agreement of Payment, an amount not to exceed fifty-eight thousand two hundred seventy-five (\$53,275.00) subject to the availability of funds. Payments will be made through Federal funds from grants with CFDA number 17.259. Sub-recipient acknowledges that the cost data submitted to CSCF in support of this sub-award is accurate, complete and current as of the date of execution of this contract.

The Term of this sub-award will be from April 1, 2018 through June 30, 2019. CSCF is not obligated to pay for costs incurred related to this sub-award prior to the start date or after the end date. At its sole discretion, CSCF may opt to renew on an annual basis for up to four (4) additional years, based on performance, organizational strategies, and/or funding availability. This sub-award, which incorporates Attachment A – General Provisions, Attachment B – Statement of Work, Attachment C – Budget, Attachment D – Performance Objectives and Deliverables, Attachment E – Monthly Progress Report, Attachment F – Individual Non-Disclosure and Confidentiality Certification Form, and Attachment G – Sub-recipient Certifications, contains all the terms and conditions agreed upon by both parties.

Attachments		
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By signing this sub-award, Sub-recipient certifies compliance with the laws and regulations outlined in Attachment A General Provisions. Subject to modifications as the result of Federal mandates, as applicable.


IN WITNESS THEREOF, the parties hereto have caused this sub-award to be executed by their undersigned duly authorized officials.

IMPOWER, INC.



4/27/18
Date

CAREER SOURCE CENTRAL FLORIDA


Pamela Nabors, President/CEO

4/30/18
Date

IMPOWER, INC.
WITNESSED BY:



4/27/18
Date

CAREER SOURCE CENTRAL FLORIDA
WITNESSED BY:



4-30-18
Date

CONTRACT NOT VALID UNTIL SIGNED BY BOTH PARTIES

ATTACHMENT A: GENERAL PROVISIONS

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I. SUB-RECIPIENT ASSURANCES

A. General Agreement

Sub-recipient shall provide services and/or training within the sub-award period and in accordance with the Statement of Work and within the parameters of the Agreement of Payment.

B. Laws and Regulations

1. The Sub-recipient warrants that all its activities and those of its subcontractors under this sub-award shall be conducted in conformance with the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, and Florida's Workforce Innovation Act 2000, Chapter 2000-165, Laws of Florida, and any subsequent amendments; the Statement of Work and all other terms of this sub-award; all applicable Federal, State and local laws, regulations, directives, policies, and instructions as they pertain to this sub-award which are in effect at the inception of this sub-award, or as may be promulgated or amended during its life; and other laws, ordinances, regulations, and licensing requirements including state and federal safety, health, and personal protective equipment requirements. When determining applicability, all programs and activities funded, or otherwise financially assisted, in whole or part, under WIOA and/or Florida's Workforce Innovation Act 2000, are considered to be programs and activities receiving federal financial assistance.

2. Sub-recipient shall comply fully with non-discrimination and equal opportunity provisions of the following laws:

- a. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
- b. The Americans with Disabilities Act of 1990, P.L. 101-336, 42 U.S.C. 12181 et seq., which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities;
- c. Executive Order 11246, Equal Employment Opportunity, as amended by EO 11375, and as supplemented in Dept. of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR part 60, and 45 CFR part 80, if applicable;

- d. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et. Seq., which prohibits discrimination on the basis of race, color, and national origin;
- e. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
- f. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. Seq., which prohibits discrimination on the basis of sex in educational programs;
- g. the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age;
- h. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) 29 CFR Part 38, 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 financially-assisted program or activity.

3. Sub-recipient will comply with the provisions in the Trafficking Victims Protection Act of 2000 (2 CFR 175) as amended.

4. Clean Air and Water Act: When applicable, if this sub-award is in excess of \$100,000, Sub-recipient shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act as amended (42 USC 7401), et seq., and the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., as amended.

5. Sub-recipient agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083 (P.L. 103-277), which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

6. Sub-recipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy

conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).

7. Sub-recipient will comply with the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 USC 6962).
8. Sub-recipient will comply with environmental standards which may be prescribed pursuant to the following:
 - a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - b. Notification of violating facilities pursuant to EO 11738;
 - c. Protection of wetlands pursuant to EO 11990;
 - d. Evaluation of flood hazards in flood plains in accordance with EO 11988;
 - e. Assurance of projected consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 US 1451 et seq.);
 - f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 USC 7401 et seq.);
 - g. Protection of underground sources of drinking water under the State Drinking Water Act of 1974, as amended (P.L. 93-523);
 - h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
9. Sub-recipient will comply with the Davis-Bacon Act as amended (40 U.S.C. 276a to a-7) and as supplemented by Dept. of Labor (DOL) regulations 29 CFR Part 5; the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented by DOL regulations 29 CFR Part 3; and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR Part 5 regarding labor standards for federally assisted construction sub-agreements.
10. Sub-recipient is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.
11. Sub-recipient shall comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) limiting the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
12. Lobbying and Religious Activity
No funds made available under this sub-award shall be used for lobbying of federal, state or local legislatures to influence legislation or appropriations; or to raise funds or to promote, assist, or deter union organizing – Byrd Anti-Lobbying Amendment (31 USC 1352), 29 CFR Part 93, and 45 CFR Part 93.

The employment or training of any customer in sectarian activities is prohibited. In addition, no customer shall be employed to carry out the construction, operation or maintenance of any part of any facility that is or will be used for sectarian instruction or as a place for religious worship.

13. Equal Treatment for Faith-Based Organizations

Sub-recipient must comply with the regulations identified in 29 CFR 2, Subpart D.

14. Debarment and Suspension

EO No. 12549 and 12689, Debarment and Suspension, Sub-recipient certifies that they are not on the list of entities on the federal debarment and suspension list and agrees to execute the Debarment and Suspension certification.

15. Drug Free Workplace

Sub-recipient shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701 et seq. and all state and federal implementing regulations.

16. If any part of this sub-award utilizes Welfare Transition (WT) funds, Sub-recipient shall comply with 45 CFR 98, the Temporary Assistance for Needy Families (TANF) Program, 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder.

17. Sub-recipient agrees that it shall comply with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

18. Sub-recipient will comply with the Veterans Priority of Service Provisions, 20 CFR 1010, implementing priority of service in qualified job training programs for covered persons as authorized by section 2(a)(1) of JVA 38 U.S.C. 4215.

19. Sub-recipient agrees that it will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the programs associated with this sub-award.

C. Audits and Monitoring

1. **Audit Requirements**

A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with UG § 200.514, Scope of Audit, except when it elects to have a program-specific audit conducted in accordance with § 200.507, Program-specific audits.

2. **Monitoring**

Sub-recipient shall institute a system for monitoring fiscal and program activities for compliance with this sub-award. Sub-recipient will maintain documentation to verify completion of monitoring activities. The Sub-recipient shall respond in writing to CSCF monitoring reports and requests for corrective action plans within ten (10) business days after the receipt of the monitoring report from CSCF.

3. Reports

- a. Sub-recipient shall submit a copy of their independent audit report within thirty (30) calendar days after its receipt by the Sub-recipient, and not later than nine (9) months after the end date of this sub-award.
- b. If an official audit or monitoring report identifies unacceptable accounting practices and/or records management, CSCF reserves the right to withhold any or all reimbursement from any future payments to the Sub-recipient until such time as the accounting practices and/or records management are improved to the satisfaction of CSCF.

D. Record Keeping

Sub-recipient shall be responsible for maintaining all financial records, statistical records, property records, customer records, supporting documentation, and any other documents (including electronic storage media) pertinent to this sub-award for a period of five (5) years from the date of the final payment of this sub-award, or until all audits are complete and findings on all claims have finally been resolved, whichever is longer. Records for equipment shall be maintained beyond the prescribed period if necessary to ensure that they are retained for five (5) years after final disposition of the property.

Sub-recipient will cooperate with CSCF to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Sub-recipient is unable to retain the records for the required period, the Sub-recipient will notify CSCF in writing and request instructions. Sub-recipient shall not dispose of any records without the prior written consent of CSCF.

E. Access to Records

1. At any time during the term of this Agreement, or at any time during the record retention period following termination of this Agreement, Sub-recipient shall make all contracts, invoices, payroll records, personnel files, and any and all other records relating to the program, funded by this Agreement, available and shall permit the Secretary of Labor, Comptroller General, the Governor, CareerSource Central Florida or their designated representatives to conduct on site evaluations, audits, investigations, and monitor program performance to ensure compliance with the terms of the Agreement and amendments hereto.
2. Sub-recipient shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Sub-recipient pertaining to any program funded by this Agreement or amendment hereto, available to CSCF, the Comptroller, General of the United States, the federal government and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews, investigation, survey or examination, even though, the Sub-recipient may at the time of the request no longer be operating programs for CSCF or be a Sub-recipient of CSCF.

3. Sub-recipient must make all records described in this Agreement available to CSCF, the State or the Federal government in Orange County, Florida.

4. Sub-recipient shall assure that program and fiscal records are available to the monitors at the time of the start of all monitoring visits. CSCF shall provide Sub-recipient with a schedule of the monitoring visits.

5. Sub-recipient agrees that when requested, Sub-recipient shall furnish any requested records to CSCF within ten (10) days of the request. Failure to comply may result in CSCF's withholding any Sub-recipients until such time that the Sub-recipient until such time that the Sub-recipient complies with the request.

F. Data Sharing (Non-Disclosure) and Confidentiality

All sub-recipients, and any subsequent sub-contractors and their employees or agents (who are) granted access to confidential data, agree to maintain the confidentiality of employer, employee, claimant, and participant identity and all related information, pursuant to State and Federal regulations, unless such information has been exempted from non-disclosure for business purposes in accordance with State or Federal law, or a lawful and proper authorization has been obtained from the employer, employee, claimant or participant. Proper authorization and disclosure shall include requirements and limitations established by law specified in 20 CFR 603, and sections 443.1715 and 443.171(5), Florida Statutes.

Sub-recipients, and any subsequent sub-contractors, and their employees or agents who have access to confidential information are required to sign and comply with an Individual Non-Disclosure and Confidentiality Certification. Sub-recipient or agents granted access to electronic data systems used in the delivery of services must also sign a confidentiality access agreement for systems access privileges. Sub-recipient must inform CSCF immediately of any employees who are terminated or are no longer in need of system access.

Sub-recipients, and any subsequent sub-contractors, and their employees or agents, are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official public duties according to federal and state laws. All documents, papers, computer files and other electronic media such as discs, thumb drives, laptops, and letters or other materials made, copied, or received in conjunction with this sub-award are subject to the applicable legal requirements for maintaining confidentiality and security of data in conformance with Federal, State, and local laws. Public access to records – unless covered by confidentiality rules – shall be in accordance with Chapter 119.021, Florida Statutes, regarding custodial requirements, and all other applicable laws or regulations.

Information may be made available to other CSCF partners to affect the appropriate delivery of services to the customer.

G. Internal Financial Control

1. Sub-recipient shall be responsible for implementing procedures and internal financial controls governing the management and utilization of the funds provided hereunder. Sub-recipient shall maintain its books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by CSCF under this sub-award.
2. Sub-recipient shall track costs in sufficient detail to determine compliance with applicable laws and regulations and to ensure that the funds have not been unlawfully spent. All expenditures must be in accordance with Uniform Guidance.
3. Sub-recipient shall maintain separate accounting records for funds received and expended under this sub-award.
4. Salary Cap: Sub-recipient shall comply with Public Law 109-234, Section 7013 regarding Salary Cap as it pertains to individuals employed under this sub-award with CSCF. Annual certification will be required for submission with documentation during the contract period.

H. Invoices and Contract Close-out

All invoices and the contract close-out report shall be submitted to CareerSource Central Florida (CSCF), 390 N. Orange Ave., Suite 700, Orlando, FL 32801, including, but not limited to:

1. Invoice: In order to receive payment Sub-recipient shall submit an accrual by the tenth (10th) calendar day following the end of each month, and an invoice to CSCF by the twentieth (20th) calendar day following the end of each month. Invoices are generally paid within thirty (30) days of receipt. The invoice shall be for allowable costs as described in Sub-recipient's budget and as governed by the rules applicable to the funding streams and grants awarded to Sub-recipient. The invoice must be accompanied by all documentation necessary to substantiate the expenses for which is seeking reimbursement, including but not limited to supporting documentation deemed acceptable by CSCF. Invoices containing costs not supported by the proper documentation or items not detailed in Sub-recipient's line item budget shall be paid minus the expenditures lacking the documentation or not included with the submission of the invoice. Accuracy and timeliness of the invoices shall be a factor in recommendations for future renewals made to CSCF's governing boards.
2. Invoices must be submitted no later than the twentieth (20th) calendar day following the end of the month for which Sub-recipient is seeking reimbursement. Invoices submitted more than fifteen (15) calendar days following the termination of CSCF program year, which is June 30 of each year, will be honored at CareerSource Central Florida's discretion. If accrual or invoice due date occurs on a weekend, then the due date occurs on a weekend, then the due date shall be the Friday prior.
3. Sub-recipient agrees to maintain and provide the following documentation to CSCF, along with Sub-

recipient's invoice for payment. Sub-recipient understands that invoices submitted without the below described documentation will not be honored.

- a. Original and completed monthly Invoice, reflecting the appropriate time period and signed by an authorized Sub-recipient.
- b. General or Accounting Ledger accurately reflecting all amounts billed; OR copies of paid invoices and copies of canceled checks for reimbursement of supplies, equipment, travel, expenditures). For mileage reimbursement requests, Sub-recipient shall use the CSCF mileage form or their own form which contains the same information. Mileage from home to work will not be reimbursed. Sub-recipient is limited to the CSCF rate when reimbursing its staff for mileage. Supporting explanations and/or calculations must be included to sufficiently verify ledger entries and to reconcile ledger line items to corresponding line items on the Request for Payment. All costs billed must be incurred and paid.
- c. For payroll costs, payroll ledger/register reflecting allocation of staff time among cost categories and signed by an authorized Sub-recipient official for reimbursement of salaries and benefits and signed by employee as well as immediate supervisor and time and attendance sheets for each person billed under the Agreement. Time sheets and payroll ledger should be submitted in a timely manner and coincide with payroll processing dates. For those persons not working solely for the purpose outlined in the contract, a timesheet must be submitted indicating actual hours worked as billed. Hours cannot be based on percentage of time or based on budget; Supporting explanations and/or calculations sufficiently verifying ledger entries, and reconciled ledger line items to the corresponding line items on the Request for Payment.
- d. Sub-recipient will submit supporting detail for fringe benefits billed upon request by CSCF. Amounts billed for fringe benefits will be limited to actual costs.
- e. Detailed tapes and/or highlighted numbers on the invoices to support amounts listed on the payment requests must be included.
- f. For proprietary materials such as books and supplies, Sub-recipient shall provide signed receipts from students acknowledging delivery of the materials for which CSCF is being charged.
- g. For reimbursement of rental and utility charges (if applicable), Sub-recipient shall provide a copy of the lease and, as appropriate, a copy of the entire phone bill, utility bill, and/or rental Agreement.
- h. For reimbursement of participant activities Sub-recipient shall provide participant attendance records and/or time sheets, participant payroll records, if applicable, participant competency tests,

and any other documentation deemed necessary by CSCF.

- i. Any changes to the budget above a 10% variance in line items will require a contract modification.
- j. The Sub-recipient, upon final payment of amounts due under this Agreement, less any credits, refunds, or rebates due to CSCF, hereby releases and discharges CSCF from any financial claims arising from this Agreement.

The Sub-recipient shall comply with all provisions of CSCF's Contract Closeout Procedures.

4. Program Income Report: Program Income is defined as any revenues generated through activities funded under a sub-award in excess of costs.

In a cost reimbursement sub-award with holdback, any sub-award revenues in excess of expenditures shall constitute program income and shall be spent on program related activities within the sub-award period or returned to CSCF as part of the sub-award closeout.

I. **Disallowed Costs/Return of Funds**

1. Sub-recipient shall be liable to CSCF for any disallowed or questioned costs that Sub-recipient or CSCF incurs as a result of Sub-recipient expending funds in violation of this Agreement or in violation of the appropriate federal, state or local statutes, regulations, rules, policies, or procedures.
2. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to CSCF by Sub-recipient within thirty (30) days of the issuance of the report.
3. If this or any other Agreement is in effect at the time of the identification of a questioned or disallowed cost, or a credit that is due CSCF, CSCF may deduct the amount disallowed/ questioned from any reimbursements or payments due Sub-recipient.

J. **Insurance**

The Sub-recipient shall maintain during the term of this Agreement, the insurance and bonding specified below in addition to providing insurance coverage for all property purchased with CSCF funds in the event of loss or damage and shall list CSCF as the named insured with regard to such property.

1. Third Party Liability: Insurance on a negligence basis, including injuries and accidental death to any person in an amount not less than three hundred thousand dollars (\$300,000.00) and subject to the same limit for more than one (1) person in an amount not less than one hundred thousand dollars (\$100,000.00) on account of one (1) accident.
2. Fidelity Bond: Sub-recipient shall secure Fidelity Insurance to provide coverage under this contract or in the event that Sub-recipient has several contracts with CSCF. The fidelity bond shall be equal to the highest monthly advance or reimbursement expected to be received by the Sub-recipient. The policy shall name the officers, directors and those employees in positions allowing for access to or control of program funds provided for by this

Agreement. The Sub-recipient agrees to reimburse CSCF for any loss incurred by CSCF under this Agreement. Sub-recipient shall be liable for any sums not covered and/or paid by their insurer.

3. Property Damage: Sub-recipient shall maintain property damage insurance in an amount not less than one hundred thousand dollars (\$100,000.00) for damage on account of any one (1) accident and in an amount not less than fifty thousand dollars (\$50,000.00) for damages on account of all accidents.
4. Non-Owner Coverage: Sub-recipient shall maintain non-owner vehicle insurance coverage and shall name CSCF as an additional insured.
5. Directors and Officers, Employment Practice Liability and Errors and Omission Coverage: Non-governmental Sub-recipients shall maintain Directors and Officers Liability Insurance, which shall include Employment Practice Liability and Errors and Omission Coverage. Errors and Omission Coverage may not be paid for with WIOA funds. Coverage shall be in the amount of at least one million dollars (\$1,000,000.00) and shall name CSCF as an additional insured.
6. Certificates of Insurance: The Sub-recipient shall make available to CSCF upon request, Certificates of Insurance and Bonding prior to commencing any operations under this Agreement with such certificates clearly indicating that the Sub-recipient has obtained insurance and bonding in the amounts, type and classifications specified in this section and naming CSCF as an additional insured.
7. Addition of CareerSource Central Florida as a Named Insured: All insurance coverage required by CSCF under this Agreement shall cite CSCF as an additional insured under the policy. In the event the policy is cancelled CSCF shall have the right to cancel this Agreement.
8. Failure to Maintain Insurance: Sub-recipient shall not cancel, materially change, or not renew insurance coverage's affecting this contract before final payment by CSCF is made to the Sub-recipient. Sub-recipient shall notify CSCF in writing, of any material reduction or exhaustion of aggregate limits. Any exposure realized as a result of being underinsured will be covered by the Sub-recipient with non-federal funds. Failure to maintain the insurance coverage's required herein, may result in termination of the contract.

K. **Purchasing**

All purchasing of goods and services must be in compliance with CSCF procurement guidelines or Sub-recipient's procurement policy, if the Sub-recipient's policy is approved in advance. Records must be maintained to document procurement efforts to comply with this requirement.

L. **Equipment**

The use of sub-award funds to purchase equipment, as defined in Uniform Guidance, is prohibited without prior written approval of CSCF.

Equipment or products approved for purchase must comply with the Buy American Act as defined in P. L. 103-335, § 507.

M. Use of Supplies

Any consumable supplies purchased under this sub-award, or provided by CSCF for use in delivering the services under this sub-award, shall be used exclusively for program purposes unless an "other-use" agreement has been made part of this sub-award.

N. Copyrights, Patent Rights and Rights to Data

Sub-recipient agrees that CSCF, the State, and the federal government shall have a royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use a copyright or patent or rights in data in any work developed in whole or in part with contract funds.

Sub-recipient agrees that CSCF, the State, and the federal government shall have a royalty free and nonexclusive and irrevocable license to reproduce, publish, or otherwise use the copyright or patent or rights in data for any copyright, patent or rights in data that Sub-recipient purchases with contract funds.

CSCF may utilize products as described above in conjunction with fee for service activities developed or operated by CareerSource Central Florida.

Sub-recipient agrees to comply with this section regardless of whether or not a copyright or patent has been secured or applied for in connection with the materials, products, rights in data, Intellectual property or other similar materials or part thereof developed in whole or in part with funds made available under this Agreement.

Any breach of this section shall entitle CSCF to damages at least equal to the fair market value of the materials, products, rights in data, Intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

Curriculum materials developed and copyrighted with non-contract funds but which may be used for this project are not subject to this section.

O. Public Records

To the extent Sub-recipient is acting on behalf of CSCF as provided under Subsection 119.011(2) of the Florida Statutes, Sub-recipient shall:

1. Keep and maintain public records required by CSCF to perform the services under this Agreement.
2. Upon request from CSCF's custodian of public records, provide CSCF with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Sub-recipient does not transfer the records to CSCF.
4. Upon completion of the Agreement, transfer, at no cost, to CSCF all public records in possession of Sub-recipient or keep and maintain public

records required by CSCF to perform the service. If the Sub-recipient transfers all public records to CSCF upon completion of the Agreement, the Sub-recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Sub-recipient keeps and maintains public records upon completion of the Agreement, the Sub-recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CSCF, upon request from CSCF's custodian of public records, in a format that is compatible with the information technology systems of CSCF.

If the Sub-recipient fails to provide the public records to CSCF within a reasonable time the Sub-recipient may be subject to penalties under Section 119.10 of the Florida Statutes. Further, CSCF may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

IF THE SUB-RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUB-RECIPIENT PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CSCF'S CUSTODIAN OF PUBLIC RECORDS (MS. NILDA BLANCO, DIRECTOR OF BUSINESS INTELLIGENCE) AT:

**(407) 531-1222, EXT. 2035 OR
NBLANCO@CAREERSOURCECF.COM OR
390 N. ORANGE AVENUE, SUITE 700
ORLANDO, FL 32801**

P. Assignment and Subcontracts

Sub-recipient shall not subcontract, assign, or transfer any rights or responsibilities under this sub-award, or any portion thereof, without the prior written approval of CSCF, unless otherwise authorized by this sub-award. Sub-recipient shall submit a written subcontract to CSCF for approval prior to its execution. Including the names of potential subcontractors in a response to a request for proposal does not relieve the Sub-recipient from obtaining this written approval.

CSCF reserves the right to reject the subcontracting of certain services or training and the use of particular subcontractors.

In no case shall such approval from CSCF relieve the Sub-recipient from its obligation under this sub-award, or change the terms of this sub-award. The Sub-recipient shall ensure that all applicable provisions of this sub-award are binding upon all approved subcontractors. It is understood that CSCF shall not be liable to any subcontractor(s) for any expense or liabilities incurred under the subcontract.

Q. Conflict of Interest

Sub-recipient asserts and assures that they did not solicit, pay, or offer some other form of consideration to any CSCF Board Member, CSCF staff person, or other elected official or public officer in order to obtain this contract award.

Sub-recipient asserts and assures that it is in compliance with the WIOA and other federal and state applicable conflict of interest restrictions.

Sub-recipient agrees to abide by CSCF's Code of Conduct or with its own organizational Code of Conduct so long as it meets the minimum standard set forth within CSCF's own Code of Conduct.

Neither Sub-recipient nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Sub-recipient's loyal and conscientious exercise of judgment related to performance under this Agreement.

Sub-recipient agrees that none of its officers or employees shall during the term of this Agreement serve as an expert witness against CSCF, the CSCF Consortium of Elected Officials, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CSCF in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Sub-recipient is given written authorization from CSCF to utilize subservice providers to perform any services required by this Agreement. Sub-recipient agrees to prohibit such subservice providers by written contract, from having any conflicts as within the meaning of this section.

R. Indemnification

Indemnification Applicable to State Agencies and Governmental Entities:

If Sub-recipient is a state agency as defined in Chapter 768.28, Florida Statutes, Sub-recipient agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Sub-recipient as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this or any other contract, this Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CSCF any sums due Sub-recipient under this Agreement may be retained by CSCF until all of CSCF's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSCF.

Indemnification Applicable to Private-For-Profit, Public-Not-for-Profit and Private-Not-for-Profit Entities:

Sub-recipient shall at all times hereafter indemnify, hold harmless and, at CSCF's option, defend or pay for an attorney selected by the President & CEO to defend CSCF, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court

costs, and expenses, caused by a negligent act or omission of Sub-recipient, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CSCF any sums due Sub-recipient under this Agreement may be retained by CSCF until all of CSCF's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of CSCF.

S. Health and Safety

Health and safety standards, including Child Labor Laws, established under state and federal law, otherwise applicable to working conditions of employees shall be applicable to working and training conditions of customers served under this sub-award. Where customers or employees covered under this sub-award are engaged in activities not covered under the Occupational Health and Safety Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to their health or safety.

T. Grievance and Complaint Procedures

Sub-recipient agrees to provide program participant's access to the CSCF grievance procedures for participants in CSCF funded programs with respect to a non-criminal grievance or complaint arising in connection with WIOA programs operated by Sub-recipient other than civil rights complaints. Sub-recipient agrees to be bound by any decision arrived at as a result of taking part in the procedure. With respect to WIOA participants, the final resolution of the grievance must be within sixty (60) days of the filing of the formal grievance or complaint as per the WIOA Regulations.

Sub-recipient agrees to comply with the grievance procedures applicable to Providers in the event of a grievance with respect to CSCF.

Whenever CSCF forwards or notifies Sub-recipient of customer complaints about the workforce system received from the State or other external sources Sub-recipient shall assist CSCF in investigating the complaint in a timely manner, and agrees to take appropriate action to resolve the complaint as shall be determined by CSCF.

Hearings regarding grievances in which a finding is made in Sub-recipient's favor are subject to state and federal approval and Agreement. If the State and/or federal oversight entity does not agree with the finding, whether it is regarding a participant complaint or a questioned or disallowed cost as a result of a monitoring or audit finding, Sub-recipient shall comply with the State or federal determination and in the event of a questioned or disallowed cost Sub-recipient shall be liable to CSCF for repayment of the cost which has been questioned or disallowed.

U. Sponsorship: Public Announcements and Advertising
Sub-recipient shall not publicize, advertise, or describe the training and/or services funded under this contract, without prior approval from CSCF. The Sub-recipient agrees to use the CareerSource brand name, and will adhere to all marketing strategies implemented by CSCF. Sub-recipient agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Sub-recipient shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program in accordance with P.L. 103 - 333 § 508.

V. Knowledge of Terms of this Contract
The Sub-recipient shall take such actions as are necessary to ensure the knowledge and understanding of the terms of this sub-award by all staff of the Sub-recipient and any subcontractor(s).

W. Code of Conduct
Sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this sub-award as identified in 29 CFR 95.42.

X. Incident Reporting
Known or suspected incidents of fraud, program abuse or criminal conduct shall be reported to CSCF immediately.

Y. Enforcement of Contract Provisions
The failure of CSCF to strictly enforce any of the provisions of this sub-award, or to require strict performance by the Sub-recipient of any provision herein, shall in no way be construed to be a waiver of such provisions or the validity of this sub-award or any part hereof, or waive the right of CSCF to thereafter enforce each and every provision herein.

Z. Warranty
The Sub-recipient covenants and warrants:

1. It is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and otherwise in full compliance with all legal requirements of its domicile;
2. It is possessed of the legal authority and capacity to enter into and perform this contract;
3. It is duly authorized to operate and do business in the State of Florida; and,
4. It has no present interest, nor shall it acquire any interest, which would conflict in any manner with its duties and obligations under this sub-award.

II. MUTUAL ASSURANCES

A. Amendments and Modifications

1. CareerSource Central Florida (CSCF) reserves the authority to amend or modify this sub-award with written bilateral agreement of the Sub-recipient. Reimbursements and the total dollar amount may be adjusted retroactively to reflect cost increases when these have been established through the appropriate process and subsequently identified in a modification to the Sub-recipient's budget.
2. Mandatory changes in regulations, policies or laws will be unilaterally amended as a Sub-award Modification signed by the CSCF President/CEO, and will be effective upon receipt by the Sub-recipient.
3. At the sole discretion of CSCF, this sub-award may be renewed on an annual basis for up to four (4) additional years, based on performance, organizational strategies, and/or funding availability.

B. Termination

1. Termination Due to Lack of Funds: If for any reason funds to finance this sub-award are reduced, suspended or terminated, in whole or in part, funding for this sub-award may cease. CSCF shall provide no less than thirty (30) business day's written notice of such termination.
2. Termination for Breach: CSCF may terminate this sub-award when it has determined that the Sub-recipient has failed to provide any of the services specified herein in a timely or proper fashion, failed to perform in whole or in part, or has violated any stipulations of this sub-award. CSCF will notify Sub-recipient of such in writing. Depending on the situation and cause for the breach of sub-award, CSCF may either unilaterally cancel the sub-award immediately, or allow the Sub-recipient ten (10) business days from receipt of notice in which to respond with a plan agreeable to CSCF to correct said deficiencies. Upon failure of Sub-recipient to respond within the appointed time, or failure of Sub-recipient to respond with appropriate plans, CSCF will serve a termination notice that shall become effective within fifteen (15) business days after its issuance.

In the event of such termination, CSCF shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CSCF within forty-five (45) calendar days of termination date.

Sub-recipient shall provide CSCF with written notice of any perceived breach, and extend CSCF ten (10) business days to cure any perceived breach under the contract.

3. Termination for Convenience: This sub-award may be terminated by either party for convenience when it is in their best interest. CSCF may suspend this sub-award for the purpose of investigating irregularities under this sub-award. Any termination for convenience will be preceded by written notice setting forth the effective date of said termination. The termination shall be effective thirty (30) calendar days after the notice is issued unless a

lesser time is mutually agreed upon by both parties. The Sub-recipient has forty-five (45) calendar days after the effective date to bill for payment. Sub-recipient shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.

4. Other: Unearned payment(s) under this sub-award may be suspended or sub-award terminated upon the refusal by Sub-recipient to accept or comply with any additional conditions that may be imposed by the Federal Government, the State of Florida, the Governor, or CSCF at any time.

The submittal of false information may be considered fraud and could result in the immediate termination of the sub-award

5. Arbitration Clause: Any controversy or claim arising out, of or relating to, this sub-award, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

This sub-award shall be interpreted under the laws of the State of Florida.

6. Venue: The place for any hearing, arbitration, or other, shall be Orange County, Florida.

ATTACHMENT B: STATEMENT OF WORK

Purpose:

This Sub-recipient Contract sets the terms for the provision of Youth Navigator services by IMPOWER, Inc. (Service Provider) in collaboration with CareerSource Central Florida (CSCF). Through these collaborative efforts, qualified young adults between the ages of 16-24 will be referred to and enrolled into the CSCF Career Conexions program. The services outlined in this agreement will allow the Service Provider and CSCF to enhance existing services with a common desired outcome of connection to education, work based activities, training, and/or employment. CSCF strives to leverage the expertise of the Service Provider and collaborate through an innovative model of an imbedded Youth Navigator to enhance existing community programs currently delivering services to the targeted population(s). This program will expand proven, existing programs while avoiding duplication.

The partnership between the Service Provider and CSCF aims to enhance the Central Florida talent pipeline by providing qualified young adults between the ages of 16-24 with the resources to improve their skills, pursue educational opportunities, and develop their career readiness. The collaborative efforts are designed to help young adults find purpose, think strategically about their futures, and transition into the local workforce. Through the provision of Youth Navigator services, the Service Provider and CSCF will work together to connect participating young adults to education, training, and work activities that will prepare them to engage in the workforce, reach higher education goals, build their network, and develop skills that will contribute to future employment. Ultimately, the work of the Service Provider and CSCF will result in providing area businesses with higher qualified and more sought after employees.

Through the Youth Navigator, the Service Provider will:

- Recruit, screen, and refer qualified young adults to CSCF for enrollment into Career Conexions
- Represent Career Conexions to prospective young adults in a manner that is in accordance with CSCF's policies and procedures presented during the Youth Navigator initial orientation and follow-up support sessions
- Disseminate the Career Conexions brochure to eligible young adults
- Provide CSCF with opportunities to attend Service Provider events and meetings
- Provide opportunities for CSCF staff to make presentations highlighting the service available through Career Conexions
- Allocate time in staff meetings as needed for CSCF to provide updates to Service Provider Staff
- Present an overview of their organization, program, services, and resources to Career Conexions staff. This presentation will include (at minimum) an overview of the Service Provider organization, its' mission, the young adult population served, primary services provided, and best practices for engaging with the targeted population(s)
- Provide office space/access for Career Conexions staff to meet with program participants
- Provide one full-time Youth Navigator to serve as the liaison between the Career Conexions staff and the Service Provider, while embedded within the Service Provider's existing young adult program.
- Assist with maintaining young adult engagement after enrollment into the Career Conexions program
- Assist in identifying local businesses to serve as internship worksites and referring businesses to the Career Conexions business consultants
- Leverage existing partners to help inform the community about the services available through Career Conexions
- Share information regarding the status of young adults participating in the program and their progress toward skill attainment, employment, and education outcomes. At minimum, a monthly case note will be entered into the State Management Information System (Employ Florida) documenting activities for the preceding month.
- Submit a monthly Partnership Progress Report as outlined in Exhibit D. Reports for the preceding month are due to the CareerSource Central Florida Youth Technical Manager and Operations Contract Manager by the 10th of each month during the contract period
- Participate in monthly meetings to discuss the Partnership Progress Report, progress toward referral benchmarks, evaluate the status of the partnership, and identify opportunities to work on additional collaborative projects

Support to be provided by CareerSource Central Florida:

- Provide information to Service Provider staff about Employ Florida (the state employment website), resume assistance, job placement assistance, etc.
- Conduct a Career Conexions orientation to familiarize Service Provider staff with the program
- Conduct eligibility and registration for potential Career Conexions program candidates
- Provide administrative oversight and case management services for young adults participating in Career Conexions
- Provide access to the full array of services offered through Career Conexions
- Work with Service Provider to establish a referral process and set a point of contact for referrals
- Work in coordination with the Service Provider to monitor the activities, progress, and success of young adults participating in Career Conexions
- Assign a designee to attend monthly meetings to discuss program performance and enhancements
- Provide information on general WIOA Youth eligibility requirements to the Service Provider
- Provide young adults participating in Career Conexions options for training in in-demand industries
- Conduct monthly meetings to discuss the Partnership Progress Report, progress toward referral benchmarks, evaluate

the status of the partnership, and identify opportunities to work on additional collaborative projects

- Travel to Service Provider site to meet with young adults as applicable
- Provide WIOA Youth services through the Career Conexions program, including (as applicable):
 - Basic Skills Remediation for young adults who are determined to be basic skills deficient
 - Opportunities to explore careers and understand labor market information
 - Increase communication skills, interviewing skills, writing skills, and appropriate work attire skills
 - Paid work experience activities to participants that offer career exploration and skill development to enhance the participant's work readiness skills in preparation for unsubsidized employment
 - Skill-building activities, such as customer service skills, hospitality and food service, pre-construction, and other occupation skill-building opportunities through short-term occupational training and certification options.
 - Opportunity to earn an industry, state, or federally recognized credential.
 - Financial awareness activities, including, but not limited to; budgeting, financial planning, savings, balancing a checkbook, long-term vision planning and planning for the future.
 - Exposure to entrepreneurial activities.
 - Individualized placement assistance utilizing Employ Florida, staffing agencies, and the business community to assist young adults in gaining employment

Targeted Population:

The targeted population for the purposes of this Sub-Recipient Agreement are young adults between the ages of 16-24 who are not currently attending school, are low-income, homeless, or foster youth, and meet additional eligibility requirements under the Workforce Innovation and Opportunity Act.

Referrals will be considered qualified when the young adult in question is both eligible and suitable for participation in the Career Conexions program.

- Young adults eligible for the Career Conexions program must be:
 1. US Citizens or legal aliens permitted to work in the United States; and
 2. A resident of Orange, Osceola, Seminole, Lake, or Sumter Counties; and
 3. Registered for selective service if they are males 18 or older; and
 4. Be age 16 - 24; and
 5. Not currently attending school; and
 6. One or more of the following:
 - Subject to the justice system
 - Homeless, runaway, in foster care, or aged out of foster care
 - High School dropout
 - Pregnant or parenting
 - English Language Learners
 - Individual with a disability
- Young adults suitable for the Career Conexions program are:
 - Willing and interested in developing themselves and building a sustainable future through their participation in the program; and
 - Have sufficient time available to dedicate and commit to participating in the program

Timeline:

The services described in this agreement will occur from April 1, 2018 through June 30, 2019.

Financial Support:

In order to facilitate expanding the organizational capacity required to fulfill the services outlined in this agreement and expand the impact of the Service Provider's existing youth services, CareerSource Central Florida will reimburse the Service Provider monthly for services and deliverables described above and documented in the monthly Partnership Progress reports, based on the annualized rate of \$42,620 per year. CareerSource Central Florida will invest additional funds from the Workforce Innovation and Opportunity Act to support approved activities, support services, and incentives that align with the objectives outlined in the Scope of Work. CareerSource Central Florida's investment will be dictated by the number of qualified young adults who enroll in Career Conexions and the individual needs of each young adult.

ATTACHMENT C: BUDGET

Service Provider: IMPOWER, Inc.
Program: WIOA Youth Navigator Services
Agreement: # WIOA YN 1718-018
CFDA# 17.259
For the Period of: April 1, 2018 to June 30, 2019

Line Item	Budget
Program Staff Salaries	40,000
TIU, Health Care & Fringe 18%	7,200
General Overhead/Indirect	6,075
TOTAL COSTS	\$ 53,275

ATTACHMENT D – PERFORMANCE OBJECTIVES AND DELIVERABLES

IMPOWER, Inc.
April 1, 2018 to June 30, 2019

Performance Benchmarks: The Youth Navigator should meet or exceed the following deliverables and benchmarks as part of terms of this agreement. CareerSource Central Florida program staff will monitor monthly progress toward agreed contract goals and deliverables.

Corrective Action: In the event program performance is below expectation, CareerSource Central Florida Senior Manager – Operations, Senior Manager – Youth Services, and/or the Director of Operations will meet with Service Provider's program leadership to determine a corrective action plan that will be monitored through agreed upon process or performance milestones. In the event a corrective action plan does not yield improved program performance, CareerSource Central Florida may exercise its option to modify or terminate the agreement.

Deliverables:

- Attend a Career Conexions orientation session hosted by CSCF by May 25, 2018
- Create a qualified referral strategy and submit to CSCF by May 11, 2018
- Create a qualified participant engagement strategy and submit to CSCF by June 15, 2018
- Present an overview of the Service Provider's existing program, services, and resources to Career Conexions staff by June 29, 2018.
- Provide qualified referrals monthly. The first 10 referrals will be due by June 22, 2018. Referrals will be considered qualified when the young adult in question is both eligible and suitable for participation in the Career Conexions program.
- Submit a monthly Partnership Progress report by the 10th of the each month, covering the preceding month.

ATTACHMENT E – MONTHLY PROGRESS REPORT

During the reporting period, please state the progress made in each of the following areas. Reports for the preceding month are due to the CareerSource Central Florida Senior Manager – Youth and Senior Manager – Operations 10 days after each month ends during the contract period. A final summative report may be requested at the end of the agreement period.

- a. List the contact information of qualified young adults who have been referred to Career Conexions
- b. Describe any feedback/recommendations received from the young adults regarding the Career Conexions program
- c. Describe any challenges encountered/resolved in the performance of the Scope of Work.
- d. Provide a status update on each young adult that has been enrolled into the Career Conexions program including items such as progress toward successful outcomes, credentials earned, skills acquired, etc.
- e. Summarize activities that enrolled young adults have participated in and/or received through the Service Provider's in-house program
- f. Provide information and documentation (if available) regarding the positive outcomes of young adults enrolled in Career Conexions
- g. Share details of any program success stories

ATTACHMENT F - INDIVIDUAL NON-DISLOSURE 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 are employed by CareerSource Central Florida, receive public assistance, employment and unemployment insurance records maintained by the Department of Economic Opportunities, made available to the organizations, for the limited purpose of performing its duty pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include name (or other personally identifiable information), Social Security numbers, wage 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 duties associated with the program requirements set forth under contract or agreement, I am requesting an access to a secure database. Prior to receiving such means of access, I acknowledge and agree to abide by the following standards for the receipt and handling of confidential information:

1. I shall use access to the Workforce Systems only to secure information to conduct official program business under such contract/agreement.
2. I shall not disclose my username, password, or other information needed to access the Systems to any party nor shall I give any other individual access to information secured.
3. If I should become aware that any other individual - other than an authorized employee - may have obtained or has obtained access to my username, password, or other information needed to access the Workforce Systems, I shall immediately notify CareerSource Central Florida's Chief Information Officer or Program Manager.
4. I shall not share with anyone any other information regarding access to the Systems unless I am specifically authorized by CareerSource Central Florida.
5. I shall not access or request access to any Social Security numbers, personal information, wage or employment data unless such access is necessary for the performance of my official duties.
6. I shall 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) involved.
7. I shall retain the confidential data only for that period of time necessary to perform my duties. Thereafter, I shall either arrange for the retention of such information consistent with federal or state record retention requirements or delete or destroy such data.
8. I am knowledgeable about proper use and handling of confidential data. I shall comply with all confidentiality safeguards including but not limited to, the following: a) protecting the confidentiality of my username 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.
9. I shall not copy, sell, or release data confidential or not obtained from my access to anyone. Any data, confidential or not, obtained will be destroyed in a secure and appropriate manner after completion of contract work.
10. 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 further acknowledge 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 a fine and/or period of 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.
11. Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately seek guidance from CareerSource Central Florida designated contact and be guided by his/her response.

Sub-recipient Employee Signature: _____

Date: 4/27/18

Print Sub-recipient Name: Anna Baznik

Company Name and Address: INPOWER, INC

111 West Magnolia Ave. Longwood Ave FL, Longwood 32750

Work Telephone: (407) 215-0095

E-Mail: Abaznik@inpowerfl.org

Application(s) Given Access To:

ATTACHMENT G – SUBRECIPIENT CERTIFICATIONS

By signing the agreement, the Sub-recipient is providing the certifications as detailed below:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION (29 CFR Part 95 and 98).

The prospective Sub-recipient certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted 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;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A) (2) of this certification; and,

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Sub-recipient is unable to certify to any of the statements in this certification, such prospective Sub-recipient shall attach an explanation to this proposal [or plan].

CERTIFICATION REGARDING LOBBYING (29 CFR Part 93).

The undersigned (i.e. Sub-recipient) certifies, to the best of his or her knowledge and belief, that:

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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or 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.

This certification is a material representation 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, and U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (29 CFR Part 94 and 98).

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Sub-recipient attest and certify that the Sub-recipient will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
3. 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 (C) (1).
4. Notifying the employee in the statement required by paragraph (C) (1) that, as a condition of employment under the contract, the employee will:
 - a. Abide by the terms of the statement.

- b. 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.
5. Notifying the Sub-recipient in writing ten (10) calendar days after receiving notice under subparagraph (C) (4) (b) from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (C) (4) (b), with respect to any employee who is so convicted.
 - a. 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.
 - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37).

As a condition to the award of financial assistance from the Department of Labor under Title I of the WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Innovation 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 financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases 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

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

CERTIFICATION & SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. This sworn statement and certification is submitted to CareerSource Central Florida by:

Anna M Buznik, Pres/CEO
(Print Individual's Name & Title)

for IMPOWER
(Print Name of Sub-recipient Submitting Sworn Statement)

whose business address is 111 West Magnolia Ave, Longwood, FL 32750

and its Federal Employer Identification Number is 65-0439778

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies, **CHECK ONE ONLY**):

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Provider list. (attach a copy of the final order).

I UNDERSTAND THAT I AM REQUIRED TO INFORM CAREERSOURCE CENTRAL FLORIDA PURSUANT TO FLORIDA STATUTES 287 OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

The Sub-recipient will comply with all applicable requirements of all other Federal Laws, executive orders, regulations, and policies governing the program(s) associated with this contract.

Anna M Bazarik, Pres / CEO
Name and Title of Authorized Representative

[Signature]
Signature of Authorized Representative

Sub-recipient

4/27/18
Date