

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: November 20, 2018       Consent                       Regular  
     Ordinance                       Public Hearing

Department  
 Submitted By: Community Services  
 Submitted For: Community Action Program

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Contract for Consulting/Professional Services with CareerSource Palm Beach County, Inc. (CareerSource), for the period October 1, 2018, through March 31, 2019, in an amount totaling \$100,000, to provide a variety of training services to low-income participants.

**Summary:** CareerSource is qualified to provide trades industry training and work readiness skills training for the Community Action Program. Funding for the contract is provided by the Community Services Block Grant (CSBG). Qualified clients must be residents of Palm Beach County and meet the Federal Poverty Guidelines. Charles Duval, an employee of CareerSource is a member of the Farmworker Program Advisory Board (FPAB). The FPAB provides no regulation, oversight, management, or policy-setting recommendations regarding the agency listed above. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Section 2-443, of the Palm Beach County Code of Ethics. **No County funds are required.** (Community Action Program) Countywide (HH)

**Background and Justification:** CSBG funds are used to provide various services, such as rental and utilities assistance, and training to low-income households. A portion of the funds are used to provide employment skills training, job placement services, and financial literacy training to qualified Palm Beach County clients. These funds enable the Community Action Program to serve low-income households.

**Attachments:** Contract for Consulting/Professional Services with CareerSource

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Recommended By:	<i>James E. Chen</i>	10/26/18
	Department Director	Date
Approved By:	<i>Nancy J. Bell</i>	
	Assistant County Administrator	Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**


Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Cost	100,000				
External Revenue	(100,000)				
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>0</b>	<b>0</b>			

No. ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes X No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes X No \_\_\_\_\_

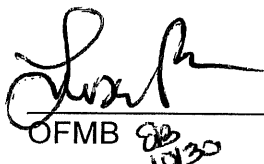


Budget Account No.:  
 Fund 1003 Dept 145 Unit 1455 Object VAR Program Code C472 Program Period GY17

**B. Recommended Sources of Funds/Summary of Fiscal Impact:  
 Funding Source is Federal CSBG Grant**

C. Departmental Fiscal Review:   
 Julie Dowe, Director of Finance and Support Services

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

 11/31/18  
 OFMB 8/2/19/30  
 for   
 Contract Development and Control  
 11/9/18 FD

**B. Legal Sufficiency:**

  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

## CONTRACT FOR CONSULTING/PROFESSIONAL

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **CareerSource Palm Beach County, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **65-0709274**.

Whereas the AGENCY has agreed to assure access to funded services for COUNTY departments, divisions and/or programs; and to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis;

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

### **ARTICLE 1 - SERVICES**

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Scope of Work and Service Units in Exhibit A. The AGENCY also agrees to provide deliverables, including reports, as specified in Article 2. No changes in the scope of work or services are to be conducted without the written approval of the Palm Beach County Community Services Department (the DEPARTMENT). The Agency receiving funds must be an agency within Palm Beach County and the AGENCY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

### **ARTICLE 2 – SCHEDULE**

The AGENCY shall commence services on October 1, 2018 and complete services on March 31, 2019.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Article 13.

### **ARTICLE 3 - PAYMENTS**

The COUNTY shall pay to the AGENCY for services rendered under this contract not to exceed a total amount of **ONE HUNDRED THOUSAND DOLLARS (\$100,000)**.

The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

The program and unit cost definitions for this contract year are set forth in Exhibit B. All requests for payments of this Contract shall include an original cover memo on AGENCY letterhead signed by the Chief Executive Officer, Chief Financial Officer or their designee.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30<sup>th</sup> of each fiscal year. Any amounts not submitted by September 30<sup>th</sup>, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Contract will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY. In the event that the AGENCY has drawn down all possible funds prior to the end of the fiscal year and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding year.

COUNTY funding can be used to match grants from non-County sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

#### **ARTICLE 4 - AVAILABILITY OF FUNDS**

The obligations of the COUNTY under this Contract for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

#### **ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the AGENCY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

## **ARTICLE 6 – AMENDMENTS TO FUNDING LEVELS**

This contract may be amended to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds.

AGENCY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the contract service amount by the months in the contract unless otherwise provided for in this contract. A 10% increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be figured on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the AGENCY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period may be reduced.

At one half of the service period the AGENCY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period may be reduced.

At three quarters of the service period the AGENCY shall have provided at a minimum seventy five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period may be reduced.

In the event that funds become available due to other agencies budgets being decreased, a currently funded AGENCY may apply for those funds. AGENCY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the AGENCY's contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the Board of County Commissioners.

## **ARTICLE 7 - INSURANCE**

The AGENCY agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by AGENCY is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by AGENCY under this contract. In addition, AGENCY agrees to notify COUNTY of any cancellation, non-renewal or material change taking place during the life of this contract.

**A. Commercial General Liability** The AGENCY agrees to maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence.

Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

- B. **Business Automobile Liability** The AGENCY agrees to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event AGENCY does not own automobiles, AGENCY agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide coverage on a primary basis.
- D. **Additional Insured** The AGENCY agrees to endorse COUNTY as an Additional Insured with a CG026 Additional Insured or its equivalent – Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.
- E. **Waiver of Subrogation** AGENCY agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit AGENCY to enter into an pre-loss agreement to waive subrogation without an endorsement, then AGENCY agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- F. **Right to Review** COUNTY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the COUNTY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operating legally.
- G. **Umbrella or Excess Liability** AGENCY may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate

limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. AGENCY agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.

**H. Certificate of Insurance** AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the contract.

Simultaneously with the AGENCY execution of this Contract, it shall be the responsibility of the AGENCY to provide initial evidence of the following minimum amounts of insurance coverage to:

Palm Beach County  
c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801

Subsequently, the AGENCY shall, during the term of this Contract and prior to each renewal thereof, provide such evidence to ITS at [pbcc@instracking.com](mailto:pbcc@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

#### **ARTICLE 8 - INDEMNIFICATION**

The AGENCY shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorneys fees and costs, arising during and as a result of performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

#### **ARTICLE 9 - SUCCESSORS AND ASSIGNS**

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

**ARTICLE 10 – WARRANTIES AND LICENSING REQUIREMENTS:**

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The AGENCY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

The AGENCY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. AGENCY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the agency.

**ARTICLE 11 - NONDISCRIMINATION**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.



**ARTICLE 12 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

**ARTICLE 13 - AGENCY 'S PROGRAMMATIC REQUIREMENTS**

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:

- A. The AGENCY must maintain separate financial records for the Community Action Program (CAP) and account for all receipts and expenditures including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, by administration and program costs. CAP Assisted Agencies' cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation-copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services will be requested as desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses shall not exceed fifteen percent (15%) and shall be inclusive with the unit cost of service. The administrative cost to be maintained at individual service category and to be available as in the detailed general ledger. These costs must support the unit rate and number of units billed.
- B. That the COUNTY shall be promptly reimbursed for any funds which are misused, misspent or unspent are for any reason deemed to have been spent on ineligible expenses.
- C. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- D. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- E. To allow COUNTY through the DEPARTMENT to both fiscally and programmatically monitor to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A and Units of Service Rate

and Definition, Exhibit B are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. The DEPARTMENT staff will utilize and review other Funder's licensing or accreditation monitoring results. A copy of all grant audits and monitoring reports by other funding entities are required to be provided to the County. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

- F. Agencies will be monitored by the information within the contract, Exhibit A, Exhibit B, and Economic Stability monitoring tool.
- G. Agencies with findings during the monitoring phase will need to complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.
- H. AGENCY agrees to not use or disclose protected health information, defined as individually identifiable health information other than permitted or required by this Contract or as required by law.
- I. Disclosure of Incidents:  
AGENCY must inform Funder by telephone all unusual incidents that involved any CAP Clients within 4 - 8 hours of the occurrence of the incidents. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the CAP Clients. All of the incidents require that immediate action is taken to protect CAP Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.
- J. For CAP Clients who are children or adolescent, the AGENCY must inform Funder by telephone all unusual incidents that involved any CAP Clients within 2-4 hours of the occurrence of the incidents. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. A written report must follow within 24 hours of the incidents. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of the CAP Clients. All of the incidents require that immediate action is taken to protect CAP Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.
- K. AGENCY must provide a copy of their revised budget if there are programmatic changes. This needs to be reviewed, discussed and approved by Community Services Department Program and Fiscal Staff.

- L. To submit annually on a periodic basis to 211 Palm Beach/Treasure Coast, Inc. information regarding available services and related information about Impact Partner and the funded program(s), as requested by 211 Palm Beach/Treasure Coast, Inc.
- M. To verify that the insurance information is in compliance by contacting Insurance Tracking System (ITS) website at [www.instracksing.com](http://www.instracksing.com) prior to submitting the signed contracts.
- N. To provide services to residents of Palm Beach County.
- O. Agency Engagement

Community Services Department (CSD) and Palm Beach County (County) relies on all Agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement, and also know about CSD: who it is, its role in funding, how it works, and what they – the taxpayers – are funding.

The names and logos of the Agency or program funded under this Agreement and CSD and County are to be displayed in all communications, education and outreach materials. CSD is to be identified as the funder, or one of the funders if there are more than one. The two (2) logos approved are below:



**Specific Activities – Mandatory:**

- When Agency describes CSD in written material (including new releases), use the language provided below and available on the Agency's website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>

To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

- Display CSD and County logo according to the guidelines at <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on any printed promotional material paid for using CSD and County funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the CSD and County.

**Specific Activities – Recommended:**

- Identify the CSD and County as a funder in media interviews when possible.
- Notify the CSD staff of any news release or media interview relating to this Agreement or the program funded under this Agreement so the coverage can be promoted using appropriate media channels.
- Place signage/LOGO in Agency's main office/lobby and all additional work/service sites visible to the public, identifying CSD and County as a funder.

- Display CSD and County logo according to this posted guideline <http://discover.pbcgov.org/communityservices/Pages/Publications.aspx> on Agency's website with a hyperlink to CSD and County website <http://discover.pbcgov.org/communityservices/Pages/default.aspx>
- Display the CSD logo on signs and banners at events open to the public (excluding fund-raising events) promoting funded programs that Agency sponsors or participates in.

Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be held by the COUNTY until such information is received.

Copies of the required COUNTY forms have been supplied to the as attachments to this contract.

**ARTICLE 14 – ACCESS AND AUDIT REQUIREMENTS**

The AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the AGENCY 'S place of business.

AGENCY shall establish policies and procedures and provide a statement, stating that the accounting system or systems established by the AGENCY, has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

The AGENCY will provide a final close out report and Financial Reconciliation Statement as set forth in "Exhibit C" on accounting for all funds expended hereunder no later than 30 days from the contract end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with

the applicable accounting principles.

- A. The annual financial audit report shall include all management letters and the AGENCY's response to all findings, including corrective actions to be taken.
- A. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- B. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

**Community Services Department  
Attn: CAP Program Monitor  
Palm Beach County  
810 Datura Street  
West Palm Beach, Florida 33401**

#### **ARTICLE 15 - CONFLICT OF INTEREST**

The AGENCY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Contract.

#### **ARTICLE 16 - DRUG-FREE WORKPLACE**

The AGENCY shall implement and maintain a drug-free workplace program of at least the following items:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Article 17, Paragraph A.
- D. In the statement specified in Article 17, Paragraph A, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

**ARTICLE 17 - AMERICANS WITH DISABILITIES (ADA)**

The AGENCY shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

**ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The AGENCY is, and shall be, in the performance of all work services and activities under this contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this contract shall at all times, and in all places, be subject to the AGENCY's sole direction, supervision and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

**ARTICLE 19 - CONTINGENT FEES**

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**ARTICLE 20 - SUBCONTRACTING**

The COUNTY does allow subcontracting by the AGENCY for services under this contract.

**ARTICLE 21 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

**ARTICLE 22 - EXCUSABLE DELAYS**

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes and abnormally severe and unusual weather conditions.

Upon the AGENCY's request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY's failure to perform was without it or its subcontractors fault or negligence, the contract schedule and/or any other affected provisions of this contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate or stop any or all of the work at any time.

**ARTICLE 23 - ARREARS**

The AGENCY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 24 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The AGENCY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Palm Beach County Code 2-421 through 2-440, as may be amended.

**ARTICLE 25 - TERMINATION**

This Contract may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the AGENCY or without cause upon ten (10) business days written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
  
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.



D. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 26 – SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 27 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the AGENCY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County.

**ARTICLE 28 - NOTICES**

All notices required in this Contract shall be sent by, and if sent to the COUNTY shall be mailed to:

James Green, Director  
Community Services Department  
Palm Beach County  
810 Datura Street  
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be mailed to:

Steve Craig, Chief Executive Officer  
CareerSource Palm Beach County, Inc.  
3400 Belvedere Road  
West Palm Beach, FL 33406

**ARTICLE 29 - STANDARDS OF CONDUCT FOR EMPLOYEES**

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official *must* be reported promptly to the County.

A copy of the rules of conduct must be made available to each officer, employee, board member, and consultant of the recipient organization who is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the County; however, they must be made available for a review upon request, for example, during a site visit.

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.
  
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran

Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

### **ARTICLE 30 - PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Agency: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The AGENCY is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County 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 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Contract the AGENCY shall transfer, at no cost to the County, all public records in possession of the AGENCY unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the AGENCY transfers all public records to the County upon completion of the Contract, the AGENCY shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the

Contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, and 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.**

**ARTICLE 31 - CRIMINAL HISTORY RECORDS CHECK**

The AGENCY, AGENCY'S employees, subcontractors of AGENCY and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the AGENCY (IES) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours. At the time of termination, the AGENCY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

**ARTICLE 32 - ENTIRETY OF CONTRACTUAL CONTRACT**

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Contract, this Contract shall control.

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

**ATTEST:**

**Sharon R. Bock, Clerk & Comptroller**

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of  
Florida**

**BOARD OF COUNTY COMMISSIONERS**

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
; Mayor

**AGENCY:**

CareerSource Palm Beach County, Inc.  
AGENCY's Name Typed

DocuSigned by:  
*Steve Craig*  
BY: \_\_\_\_\_  
CD1DF768073C4EE  
Signature

Steve Craig  
BY: \_\_\_\_\_  
AGENCY's Signatory Name Typed

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND  
CONDITIONS  
Department of Community Services**

BY: \_\_\_\_\_  
Assistant County Attorney

BY: *James E. Green*  
James Green, Director

**SCOPE OF WORK & SERVICE UNITS  
2018 COMMUNITY ACTION PROGRAM  
COMMUNITY SERVICES BLOCK GRANT**

**Agency Name: CareerSource Palm Beach County, Inc.**

**Program Name: Trades Industry Training and Work Readiness Skills Training**

**Overview:**

CareerSource Palm Beach County, Inc., (Agency) proposes two programs with the purpose of promoting economic self-sufficiency to low-income residents of Palm Beach County. The first program will provide Trades Industry Training and Work Readiness Skills Training and other services. The second program will provide training programs resulting in two nationally and/or industry recognized certificates or certifications.

1. NCCER (National Center for Construction Education & Research) CORE (Basics of Safety, Communication skills and Introduction to Construction Drawings)
2. NCCER Level 1 (based on trade of interest/ welding, electronics/HVAC, plumbing and carpentry).

COUNTY will identify and refer Potential program participants to the AGENCY. All potential participants will meet with a COUNTY representative to complete the eligibility and assessment process. The eligibility process will screen candidates to ensure they meet the income guidelines required to receive services. The client's total household income must be at or below 125% of the Federal Poverty Level Guideline. All potential participants referred to the AGENCY by COUNTY will meet with an AGENCY representative for Workforce Innovation and Opportunity Act (WIOA) eligibility and suitability processing. WIOA eligibility screens candidates who are 18 years of age or older and Family income levels calculation to determine whether an individual meets the "low income individual" (36) LOW-INCOME INDIVIDUAL— (A) IN GENERAL.—The term "low-income individual" means an individual who—(i) receives, or in the past 6 months has received, or is a member of a family that is receiving or in the past 6 months has received, assistance through the supplemental nutrition assistance program established under the Food and Nutrition Act of 2008 (7U.S.C. 2011 et seq.), the program of block grants to States for temporary assistance for needy families program under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), or the supplemental security income program established under title XVI of the Social Security Act (42 U.S.C. 1381 et seq.), or State or local income-based public assistance; (ii) is in a family with total family income that does not exceed the higher of—(I) the poverty line; or (II) 70 percent of the lower living standard income level WIOA Sec 3 (B) (36) (A) (i& ii)

**Services:**

***Work Readiness Skills Services***

The Agency shall provide Work Readiness Services such as:

- Resume writing assistance
- Interviewing skills and self-promotion
- Registering clients to Employ Florida
- Job search
- Referrals to employers
- Job fairs
- Exposing clients to job opportunities

The Agency will provide one Career Consultant, up to two (2) times a week, for up to eight hours, to provide such services at Palm Beach County Community Services site(s).

Palm Beach County Community Action Program will provide office space and supplies, computer equipment (including printer), and phone to the Career Consultant.

The Agency shall provide additional transitional services as needed to complete the program.

### ***Trades Industry Training***

The Agency shall enroll appropriate client(s) into training programs resulting in two nationally and/or industry recognized certificates or certifications.

3. NCCER (National Center for Construction Education & Research) CORE (Basics of Safety, Communication skills and Introduction to Construction Drawings)
4. NCCER Level 1 (based on trade of interest/ welding, electronics/HVAC, plumbing and carpentry).

The Agency shall perform client skills, aptitude and personality assessments utilizing tools such as but not limited to: BestWork, Test of Basic Adult Education (TABE) or "Kenexa Prove it" to determine suitability for training.

The Agency shall refer client(s) to training provider(s) within the construction / trades industry for selections and enrollment into training program.

The Agency shall provide monthly career/follow-up counseling to COUNTY clients participating in WIOA training programs.

The Agency shall provide required books and tools, testing/certification fees needed to complete the training program, earn certifications, and become self-sufficient.

The Agency shall provide support services such as: \$50.00 Gas Card per month while in training, Bus Pass while in training and Childcare while in training.

### ***Outcomes and Reporting:***

The Agency shall provide quarterly reports to CSD that include the number of clients enrolled in the program, the number of clients who complete the training program, the number of clients who become employed, the client's employment position, and the client's hourly pay rate.

Agency will report on a quarterly basis on the following outcome indicators (all that apply):

- FNPI 2h: The number of individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills:



- FNPI 1b: The number of unemployed adults who obtained employment (up to a living wage): \_\_\_\_\_
- FNPI 1c: The number of unemployed adults who obtained and maintained employment for at least 90 days (up to living wage): \_\_\_\_\_
- FNPI 1d: The number of unemployed adults who obtained and maintained employment for at least 180 days (up to living wage): \_\_\_\_\_
- FNPI 1e: The number of unemployed adults who obtained employment (with a living wage or higher): \_\_\_\_\_
- FNPI 1f: The number of unemployed adults who obtained and maintained employment for at least 90 days (with a living wage or higher): \_\_\_\_\_
- FNPI 1g: The number of unemployed adults who obtained and maintained employment for at least 180 days (with a living wage or higher): \_\_\_\_\_
- FNPI 1h: The number of employed participants in a career-advancement related program who entered or transitioned into a position that provided increased income and/or benefits: \_\_\_\_\_
- Number of employed participants who increased income from employment through:
  - Wages or salary: \_\_\_\_\_
  - Hours worked increase: \_\_\_\_\_
- Number of employed participants who increased benefits related to employment: \_\_\_\_\_

**Eligibility & Intake for Program:**

Potential clients will either attend a Program Orientation hosted by the COUNTY, or will apply via the COUNTY's online application system with the help of a Career Consultant, if necessary: <http://pbcgov.com/OSCARSS>

A caseworker from the COUNTY will review the application and contact the client for an appointment. The caseworker will determine eligibility, and further assess the needs and strengths of the client. The client and the caseworker will agree on goals and timeframes to achieve. The client's eligibility approval will be sent to the AGENCY. The AGENCY will then conduct the necessary assessments to confirm that the client has the skillset to complete training. Once approved by the AGENCY, the client will be referred to the training school to enroll and begin training. Once the client completes training, the AGENCY's Career Consultant will assist the client with job placement and support services. The AGENCY will report outcomes to the COUNTY on each client.

Eligibility for the Community Services Block Grant (CSBG):

- Total Household Income must be at or below 125% of the Federal Poverty Level Guideline;
- Must be a resident of Palm Beach County.

**Number of Clients to be served:**

Minimum of 25 clients

**COST REIMBURSEMENT BUDGET  
2018 COMMUNITY ACTION PROGRAM CONTRACT**

**Agency: CareerSource Palm Beach County**

Payment shall be cost reimbursement. The total cost reimbursement to be paid for services under the terms of this Agreement shall not exceed the total amount stated in the table below unless otherwise authorized by the County in a written amendment to the Agreement.

Agency may exercise an option to adjust the line-item amounts of the cost reimbursement line item budget. This option allows funds to be reclassified between line items up to 5% of the cost reimbursement line item budget for a particular line item is and subject to the County's approval in writing. No other budget adjustments shall be allowed except those made at the written direction of the County. All other additions, deletions, or revisions to the Agreement shall be valid and enforceable only when evidenced by a written modification approved and executed by the Agency and the County. The amount budgeted for each Cost Reimbursement Budget Cost Category Line Item shall be proportionately distributed over the contract period unless otherwise specifically and particularly stated in the Cost Reimbursement Budget. All payroll expenditures must include Personal Activity Reports (PARs), payroll registers, invoices, and other documents, as needed, to support invoiced expenditures billed to the Agreement.

\*The expenditure rate will be heavily weighted towards the final months of the contract.

Description	Unit Cost	Total Cost
Payments for each client will be made upon completion of training. Up to 25 clients	\$4,000	\$100,000
<b>Total</b>	<b>\$4,000</b>	<b>\$100,000</b>

**AGENCY COST REIMBURSEMENT BUDGET  
COST CATEGORY LINE ITEM**

<b>Description</b>	<b>Amount</b>
Training	\$82,000.00
Staff	\$5,627.00
Indirect Cost	\$12,473.00
<b>Total</b>	<b>\$100,000</b>

Training includes tuition, books, and other support services including, but not limited to, test, fees, tools and uniforms.

Staff includes AGENCY staff time devoted to outreach and eligibility of CAP clients. Costs incurred in excess of the budget will be paid by AGENCY.

Indirect cost is based on the current rate approved by the Department of Labor (DOL). The amount invoiced will change to reflect changes made to this rate by DOL.

**Summary of Certificates**

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Tuesday, October 09, 2018

Insured: CareerSource Palm Beach County, Inc. Insured ID: 065DOSS02FY17

Status: Compliant

ITS Account Number: PLC2708

Project(s): Palm Beach County - Community Services - (Active)

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 12/30/2018			
General Aggregate:	\$500,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$500,000	\$2,000,000	
Personal And Advertising Injury:	\$500,000	\$1,000,000	
Each Occurrence:	\$500,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 2/14/2019			
Combined Single Limit:	\$500,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 10/1/2019			
Each Accident:	\$0	\$1,000,000	
Disease - Policy Limit:	\$0	\$1,000,000	
Disease - Each Employee:	\$0	\$1,000,000	

**Notifications (Show All)**

The following letters were issued:

Sep 21 2018 - Renewal Letter

Do you have an updated Certificate? Click the button below to submit a Certificate.

**CERTIFICATION REGARDING LOBBYING**  
**BYRD ANTI-LOBBYING AMENDMENT**

**This Required Certification MUST be Submitted**

The undersigned Vendor certifies, to the best of his or her knowledge, 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 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.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Vendor, CareerSource Palm Beach County, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

By: CareerSource Palm Beach County, Inc.

  
\_\_\_\_\_  
Signature of Vendor's Authorized Official

STEVE CRAIG, PRESIDENT/CEO  
Name and Title of Vendor's Authorized Official

11/8/18  
Date

**CERTIFICATION  
DEBARMENT AND SUSPENSION**

The Vendor certifies that:

- a. This contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. 180.935).
- b. The contractor must comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the contractor did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Vendor agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**COMPANY NAME:** CareerSource Palm Beach County, Inc.

**ADDRESS:** 3400 Belvedere Road, West Palm Beach, FL. 33406

**COMPANY'S AUTHORIZED OFFICIAL:**

STEVE CRAIG, PRESIDENT/CEO  
Name and Title

  
Signature

11/8/18  
Date