



VENDOR AGREEMENT
FOR ADDICTION AWARENESS IN THE
WORKPLACE TRAINING
AGREEMENT#: ICARE - AAWT – PY 25-27
BETWEEN

Central Florida Regional Workforce Development Board, Inc. d/b/a
CareerSource Central Florida

AND

NET Training Institute, Inc. d/b/a International
Association of Professional Recovery Coaches

CONTRACT PERIOD

May 1, 2025 –

December 31, 2026

FUNDS/ASSISTANCE LISTINGS NUMBERS:

WIOA National Dislocated Worker – 17.277 - NEG Opioid Grant

This Agreement is between Central Florida Regional Workforce Development Board, Inc. d/b/a CareerSource Central Florida (CSCF) whose address is 390 N. Orange Avenue, Suite 700, Orlando, FL 32801, and NET Training Institute, Inc., a Florida nonprofit corporation, d/b/a/ International Center for Addiction and Recovery Education (ICARE); "Vendor", whose address is 4767 New Broad St., Orlando, FL 32814, and Career Source Central Florida.

All services must be delivered between the periods of May 1, 2025, and shall end on December 31, 2026, to qualify as part of this Agreement. Through this Agreement Vendor shall provide services for (CSCF) as described in the attached Statement of Work.

In return, CareerSource Central Florida shall compensate Vendor for services rendered in accordance with the Payment Terms of this Agreement, unless otherwise modified by mutual consent of both parties.

The parties agree to comply with all the terms and provisions of this Agreement, including the included attachments A-E.

Approved by:

CareerSource Central Florida

Electronically Signed: 2025-05-14 21:25:26 UTC - 67.8.59.64
Tadar Muhammad
Nintex AssureSign® 6c29856-3537-4401-628b-62a9011b440a

Printed Name: Tadar Muhammad

Title: Chief Operating Officer

Date 05/14/2025

Approved by:

ICARE

Cheryl Brown Merriwether

Printed Name: Cheryl Brown Merriwether

Title: Executive Director

Date April 24, 2025

STATEMENT OF WORK**1. TRAINING DETAILS:**

Vendor will provide the following trainings:

Training Course and Cost Detail		
Course Name	Cost	Duration
1. Addiction Awareness in the Workplace– Human Resources	<ul style="list-style-type: none"> \$33,900 per class. Each class has a max capacity of 20 students. \$1,695 per each additional student over 20 per class 	20 Hours
2. Management Training: An Ounce of Prevention: Calculating the Cost of Substance Misuse, Addiction & Recovery Support in the Workplace. A 3-hour Learning Event.	<ul style="list-style-type: none"> \$7,500.00 per class. Each class has a max capacity of 20 students. \$425.00 per each additional student over 20 per class 	3-hours per class.

***Any class exceeding 20 students requires written pre-approval by CSCF**

1. ADDICTION AWARENESS IN THE WORKPLACE – HUMAN RESOURCES

A Training Program for Human Resource Practitioners

20 Hour Certificate / Certification Program**ACADEMIC COURSE DESCRIPTION**

SHRM: 20 Professional Development Credit (PDC) hours

According to the U.S. Center for Disease Control and Prevention (CDC), Awareness and Health Education are proven Universal /Primary Prevention strategies. Such strategies are the most cost effective and have the greatest impact on reducing specific health problems across people in a defined population. Effective Awareness efforts reduce risk factors and promote protective factors which strengthen individual knowledge, skills, and attitudes.

In 2020, CDC reported that more than 93,000 people died from drug overdoses, a record high. A large majority of those died from Opioid Use Disorder (OUD). 70% of individuals that use illicit drugs are employed full or part-time and 67% of Human Resource Managers report that substance misuse is a serious workplace problem.

In the workplace, HR managers are in the best position to promote and direct workplace awareness and prevention efforts designed to 'break the silence' about opioid and substance use in the workplace. With the proper training, HR practitioners can also provide employees with information, support, access, or referrals to resources or needed

services. HR Managers that introduce the Recovery Friendly Workplace and other lifesaving initiatives into the workplace become force multipliers by engaging and empowering others.

The purpose of the 20-hour Addiction Awareness in the Workplace – Human Resources certificate / certification program is to provide HR practitioners with the knowledge, skills, abilities, and resources needed to:

- Understand and support the needs of employees curious about or struggling with opioid and substance use disorders, addiction, or recovery.
- Create psychologically safe workplace cultures that encourage employees to learn about and seek help for substance use, misuse, addiction, and recovery.
- Identify the best practices and characteristics of a recovery-friendly workplace.
- Plan, develop and deliver training and education events, or other activities as part of a recovery-friendly workplace initiative.
- Access and utilize resources, tools, support networks and professional and community service providers able to help employees, managers and supervisors navigate and resolve complex situations in the workplace regarding these issues (ex: EAP / Treatment Services, Recovery Coaches).

COURSE GOAL

Students successfully completing this program will earn a Certificate of Completion in the Addiction Awareness in the Workplace for Human Resources. Interested students can also receive a Certified Facilitator in Addiction Awareness – Human Resources credential (CFAA-HR) by documenting their delivery of a workplace training or education presentation, plus submitting a formal Recovery Friendly Workplace plan.

Note: The CFAA-HR credential is issued by the International Association of Professional Recovery Coaches (IAPRC), a division of ICARE.

COURSE CONTENT AND DELIVERY METHOD:

This Addiction Awareness in the Workplace – Human Resources program is COPYRIGHTED BY ICARE and presented as a “Train-the-Trainer” program that will enable participants to raise awareness and proactively address issues relating to opioid and substance misuse, addiction, and recovery in the workplace. Participants will be prepared to deliver practical and engaging Addiction Awareness meetings, trainings or other educational presentations to managers and employees within workplace settings.

This blended-learning program combines online self-directed study plus required participation in instructor-led small-group lecture and discussion sessions conducted via Zoom. Course content is provided by reputable local, state, national and industry-specific sources (all documented and made available to students).

The COPYRIGHTED course content is presented in six parts, described briefly as follows:

1. Addiction Awareness Basics
2. Workplace Stress, Resiliency and Coping
3. Opioids, Alcohol, and Marijuana: Workplace Drugs of Abuse
4. The Impact of HR Laws, Policies & Workplace Culture on Substance Misuse, Addiction, and Recovery
5. Creating a Recovery Friendly Workplace.
6. Professional Facilitation Skills.

Courses were developed in accordance with recognized adult learning principles, which facilitate maximum learner comprehension, engagement, application, and satisfaction. Students are encouraged to explore, access, and share resources from credible local, state, national and internationally recognized sources. By doing so, participants will be equipped to reduce stigma, overcome myths, build resiliency, and encourage conscious choices by employees and others in the workplace relating to alcohol, drugs, and other risky behaviors.

Students will have the opportunity to connect with a range of community groups and other businesses working together to alleviate the suffering caused by opioid and substance misuse and addiction.

Students are taught how to develop and implement a Recovery Friendly Workplace plan.

LEARNING OUTCOMES

Upon completion of the *Addiction Awareness in the Workplace for Human Resources Training*, participants will be able to:

1. Communicate the Potential of Awareness to reduce the costs and impact of Addiction.
2. Understand the Stages of Change Model and its application to Addiction Recovery.
3. Identify the hidden costs and impacts that Opioid, Alcohol, Marijuana, and other substance use disorders & addiction have on individuals, families, and the workforce.
4. Explain the four stages of Addictive Behavior and how personal knowledge, values and behaviors can influence, prevent, and reduce the risk and cost of addiction in each stage.
5. Create a psychologically safe workplace environment that encourages safe and comfortable discussions about substance misuse, addiction, and recovery.
6. Describe the impact of HR Laws, policies and workplace culture on substance misuse, addiction, and recovery.
7. Provide employees and managers guidance on how to access EAP or treatment services, Recovery Coaches, and other community resources.
8. Use an active learning model based in Appreciative Inquiry to stimulate and engage participants in discussions about substance misuse, addiction, and recovery.
9. Present an Addiction Awareness meeting, “Lunch & Learn” or other presentation to a workplace or community group, including follow up to obtain post-presentation feedback and/or evaluation.
10. Describe the best practices of a Recovery Friendly Workplace and develop a sample Recovery Friendly Workplace plan.
11. Access and explore resources and supplemental materials provided by ICARE the International Center for Addiction and Recovery Education.

RESPONSIBILITIES:

- CSCF will recruit and enroll a minimum of 15 students per class, with a goal to enroll 20 students per class.
- CSCF will market this program under the name of FORTE. ICARE will market the program under the name of Addiction Awareness in the Workplace for Human Resources.
- CSCF will submit a class roster to ICARE, including names and email addresses for students to be enrolled in each training class no later than 10 business days prior to the scheduled beginning of the class.
- Upon receipt of the class roster, ICARE will enroll the students and provide them with information and access to the course in the online learning portal.
- In addition to a required post test, students will be required to complete a mandatory end-of-course evaluation.
- ICARE will prepare and deliver Certificates of Completion to all students that complete the self-directed and live meeting requirements of the class (including the required course posttest and end of course evaluation).
- Students that successfully complete the self-directed activities, live meetings, post tests, and end-of-course evaluation requirements of the class can receive SHRM Recertification Credit certificates (20-hours).
 - Note: ICARE'S processing fee of \$25.00 per SHRM recertification certificate is included in the course cost; there will not be an additional charge to CSCF, the participant's business, or participant to obtain the SHRM recertification certificate.
- ICARE will prepare and deliver digital copies of the CFAA-HR Certification Credentials to students that successfully complete all required course activities (including delivering a documented training / education presentation and submitting a Recovery Friendly Workplace plan).
 - Note: Students that desire a 'physical credential' suitable for framing can request and purchase one that will be mailed to them for an additional cost of \$75.00.

PRICING:

- ICARE's retail price for the Certified Facilitator Training Program for Human Resource Practitioners (CFAA-HR) is \$3,500.00.
- ICARE's special partner price to CSCF per student is based on a \$1,805.00 preferred partner discount per student.
- ICARE will invoice CSCF \$33,900.00 per class, based on a minimum of 15 students. The price per class will remain the same, up to the maximum of 20 students enrolled in each class by CSCF.
- If more than 20 students are enrolled, ICARE will invoice CSCF \$1,695.00 per each additional student over 20 per class.
- **Written pre-approval from CSCF for any class exceeding 20 students is required prior to enrollment.**

2. Management Training - An Ounce of Prevention: Calculating the Cost of Substance Misuse, Addiction & Recovery Support in the Workplace

According to the U.S. Center for Disease Control and Prevention (CDC), Awareness and Health Education are proven Universal /Primary Prevention strategies. Such strategies are the most cost effective and have the greatest impact on reducing specific health problems across people in a defined population. Effective Awareness efforts reduce risk factors and promote protective factors which strengthen individual knowledge, skills, and attitudes.

In 2021, CDC reported that more than 107,000 people died from drug overdoses, a record high. A large majority of those died from Opioid Use Disorder (OUD). 70% of individuals that use illicit drugs are employed full or part-time and 67% of Human Resource Managers report that substance misuse is a serious workplace problem.

In the workplace, HR managers are in the best position to promote and direct workplace awareness and prevention efforts designed to 'break the silence' about opioid and substance use in the workplace. With the proper training, HR practitioners can also provide employees with information, support, access, or referrals to resources or needed services proactively and in advance of the need to utilize EAP or costly treatment options.

The purpose of the 3-hour in-person Leadership training program is to provide Managers with the knowledge, skills, abilities, and resources needed to understand and explore changes that can be implemented within the workplace relative to:

- Causes and stages of substance misuse, addiction, and related employee behavioral health issues.
- Costs and consequences of substance misuse and substance use disorder in the workplace.
- Current trends and recommended best practices for creating psychologically safe workplace cultures to reduce stigma and encourage employees to seek and provide appropriate help for substance misuse, addiction, and recovery.
- Goals, objectives, significant accomplishments, and ongoing challenges of Career Source Central Florida's FORTE program to foster opioid recovery and alleviate the suffering caused by opioid and substance misuse in the workplace through training and employment.

COURSE GOAL:

Attendees that desire to change workplace culture and/or provide appropriate support to employees struggling with substance misuse, addiction, or other behavioral health-related issues, will benefit from attending this training.

COURSE CONTENT AND DELIVERY METHOD:

This instructor-led live training program combines lectures, small group discussion sessions, and interactive engagement with other participants. Course content is provided by reputable subject matter experts, and supported by local, state, national and industry-specific content (all documented and made available to students).

This course was developed in accordance with recognized adult learning principles, which facilitate maximum learner comprehension, engagement, application, and satisfaction. Students are encouraged to explore, access, and share resources, tips, tools, and techniques from their own personal or professional experience, in addition to those provided by credible local, state, national and internationally recognized sources. Participants will acquire the knowledge and skills needed to reduce stigma, overcome myths, build resiliency, and encourage conscious choices by employees and others in the workplace relating to alcohol, drugs, and other risky behaviors.

LEARNING OUTCOMES

Upon completion of the *Addiction Awareness in the Workplace for Leaders*, participants will be able to:

1. Understand and discuss the causes and stages of opioid and substance misuse, addiction, and related employee behavioral health issues.
2. Calculate and explain the hidden costs and consequences of substance misuse and substance use disorder in the workplace.
3. Identify and practice techniques needed to create the psychologically safe workplace cultures needed to reduce stigma and encourage employees to seek and provide appropriate help for substance misuse, addiction, and recovery.
4. Understand the goals, objectives, significant accomplishments, and ongoing challenges of Career Source Central Florida's FORTE program.

RESPONSIBILITIES:

- CSCF will recruit and enroll a minimum of 15 students per class, not to exceed 20 students per class.
- CSCF will market this program under the name of FORTE (Fostering Opioid Recovery for Managers). ICARE will market the program under the name of Addiction Awareness in the Workplace for Leaders.
- Classes will be delivered live at a Career Source Central Florida (CSCF) location suitable for the event.
- CSCF will coordinate classroom logistics (tables, AV equipment, easels, pads, markers, as needed, plus any participant refreshments, etc).
- CSCF will submit a class roster, to ICARE, including names and email addresses for students to be enrolled in each training class no later than 5 business days prior to the scheduled beginning of the class.
- Students will be required to complete a mandatory end-of-course evaluation.
- CSCF will prepare and deliver Certificates of Completion to all students.

PRICING:

- ICARE's retail price the *Addiction Awareness in the Workplace for Leaders* (Management Training - An Ounce of Prevention: Calculating the Cost of Substance Misuse, Addiction & Recovery Support in the Workplace) 3-hour live workshop is \$500.00 per participant.
- ICARE's special partner price to CSCF per student is based on a preferred partner discount of \$125.00 per student for a discounted price of \$375.00 per student.
- ICARE will invoice CSCF \$7,500.00 per class, based on a minimum of 15 students. Additional students, above the maximum of 20 students enrolled in each class, will be invoiced at \$425.00 per student.
- **Written pre-approval from CSCF for any class exceeding 20 students is required prior to enrollment.**

REPORTS AND EVALUATION:

CareerSource Central Florida will issue a report at the end of the contract term based upon the following performance benchmarks.

- 80% of participants enrolled in the training courses will complete successfully by attaining the Addiction Awareness in the Workplace – Human Resources Certificate.
- Once the training course has been completed, Vendor will submit a final course roster with student's name, date of birth, business name, business address, FEIN#, student's business email address, business phone number, completion dates and certificates of completion to CareerSource Central Florida Director of Workforce Special Projects (Janee Olds), see Attachment-G. CareerSource Central Florida requires this information for 100% of Vendor's completers.

INSURANCE:

Vendor must carry commercial liability insurance of \$1 million or more. Vendor will provide CSCF with proof of insurance every six months after the contract execution date until the end of the contract period.

ATTACHMENT – B**PAYMENT SCHEDULE & TERMS**

Contractor shall invoice CareerSource Central Florida, in accordance with billing rates set forth herein, for authorized support services during term of this Agreement. Rates stated herein during the performance period shall not exceed the stated amount.

<u>Training Program Payment Schedule</u>			
<u>Courses</u>	<u># OF TRAININGS</u>	<u>Cost</u>	<u>TOTAL COST</u>
Addiction Awareness in the Workplace – Human Resources	<ul style="list-style-type: none"> • 2 	<ul style="list-style-type: none"> • \$33,900 per class. Each class has a max capacity of 20 students. • \$1,695 per each additional student over 20 per class 	<ul style="list-style-type: none"> • \$67,800.00
Management Training: An Ounce of Prevention: Calculating the Cost of Substance Misuse, Addiction & Recovery Support in the Workplace. A 3-hour Learning Event.	<ul style="list-style-type: none"> • 5 	<ul style="list-style-type: none"> • \$7,500.00 per class. Each class has a max capacity of 20 students. • \$425.00 per each additional student over 20 per class 	<ul style="list-style-type: none"> • \$37,500.00

***Any class exceeding 20 students requires written pre-approval by CSCF**

INVOICING & PAYMENT:

- Upon receipt of the class roster, ICARE will invoice CSCF 50% of the agreed price per class.
- ICARE will also invoice CSCF 50% at the completion of the course's final instructor-led class.
- NET30 PAYMENT TERMS – Invoices to be sent to accountspayable@careersourcecf.com
- Vendor will be paid by ACH deposit for the total allowable cost incurred upon receipt of proper, verified invoices. Invoices will be paid promptly provided the invoice is correct, sufficient, verifiable documentation is attached, and all costs are allowable based on the negotiated terms

TOTAL CONTRACT NOT TO EXCEED	\$105,300.00
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ATTACHMENT - C

SPREADSHEET REQUIREMENTS

Vendor will complete a spreadsheet similar to the one below and submit it with the required supporting documentation for invoice purposes. Vendor will take all steps necessary to safeguard participant data.

Participant Completion Log								
#	First Name	Last Name	Date of Birth	Business Name	Business Address	Business FEIN#	Participant Business Email Address	Certificate of Completion Earned (Y/N)
1								
2								
3								
4								
5								
6								

ATTACHMENT – D

DESIGNATION OF CONTRACT PERSONNEL

CAREERSOURCE CENTRAL FLORIDA HAS AUTHORIZED THE FOLLOWING PERSONNEL TO ADMINISTER THIS CONTRACT AND GIVE DIRECTION TO VENDOR:

NAME: JANE E OLDS

TITLE: DIRECTOR OF WORKFORCE SPECIAL PROJECTS

ADDRESS: 390 N. ORANGE AVENUE, SUITE 700, ORLANDO, FL 32801

Jane Olds shall perform as contract program manager and shall give program directions hereunder. Jane Olds shall be contacted for all program matters relating to this agreement and may be reached by telephone at 407-450-4717 or email at joldscwdp@careersourcecf.com.

NAME: PETER PUTERBAUGH

TITLE: SENIOR SOURCING MANAGER OF PROCUREMENT & CONTRACTS

ADDRESS: 390 N. ORANGE AVENUE, SUITE 700, ORLANDO, FL 32801

Peter Puterbaugh shall perform as contract administrator for this agreement. Mr. Puterbaugh shall be contacted for all contractual matters relating to this agreement and may be reached by telephone at 407-269-2456 or email at pputerbaugh@careersourcecf.com

DESIGNATED BY: PAMELA NABORS

TITLE: PRESIDENT AND CEO

DATE: 5/1/2025

THE FOLLOWING ICARE PERSONNEL SHALL BE CONTACTED FOR ALL MATTERS RELATING TO PROGRAM:

NAME: Cheryl Brown Merriwether

TITLE: Executive Director

ADDRESS: P.O. Box

2508 Daytona Beach, FL

32115

TELEPHONE NUMBER:

1-407-217-1705

CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES

***In the event there is a discrepancy between Contractor/Vendor and CareerSource Central Florida's terms and conditions, this document shall prevail.**

CareerSource Central Florida will not award a contract where Contractor has failed to accept the CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performing its responsibilities under this Contract, Contractor hereby certifies and assures that it will fully comply with the following:

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

Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract 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;
- c. 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 above; and/or
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93)

Contractor certifies, to the best of his or her knowledge & 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 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.

Contractor shall require that the language of this certification be included in the documents for all subawards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract 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. 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.

Revised - 11-7-2023

III. NON-DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR Part 37)

Contractor will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Section 188 of the Workforce Innovation and Opportunity Act (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;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

IV. ACCESS TO RECORDS; PUBLIC RECORDS

Access by CareerSource Central Florida, Inc., the Comptroller General of the United States or any of their duly authorized representatives must be given to any books, documents, papers and records (including computer records) of Contractor or sub-contractor which are directly pertinent to charges to the services, in order to conduct audits and examinations and to make excerpts, transcripts and photocopies; this right also includes timely and reasonable access to Contractor's and subcontractor's personnel for the purpose of interviews and discussions related to such documents.

Public Records. To the extent required by Section 119.0701 of the Florida Statutes, the Contractor shall: (i) Keep and maintain public records required by CareerSource Central Florida to perform the Services under this Agreement. (ii) Upon request from CareerSource Central Florida's custodian of public records, provide CareerSource Central Florida 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. (iii) 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 Contractor does not transfer the records to CareerSource Central Florida. (iv) Upon completion of the Agreement, transfer, at no cost to CareerSource Central Florida, all public records in possession of the Contractor or keep and maintain public records required by CareerSource Central Florida to perform the service. If the Contractor transfers all public records to CareerSource Central Florida upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource Central Florida, upon request from CareerSource Central Florida's custodian of public records, in a format that is compatible with the information technology systems of CareerSource Central Florida.

If the Contractor has questions regarding the application of chapter 119, Florida statutes, to the Contractor's duty to provide public records relating to this agreement, contact CareerSource Central Florida's Custodian of Public Records at Public Records Custodian 390 N. Orange Avenue, Suite 700 Orlando, FL 32801, NBlanco@careersourcecf.com.

V. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS

Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

VI. PROVISION AGAINST ASSIGNMENT

Contractor shall not subcontract any of the services named in this modified agreement. No contract awarded under

these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board of CareerSource Central Florida (the "Board"). Approval does not relieve Contractor from this modified agreement.

VII. DAVIS-BACON ACT

Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick Back 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.

VIII. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS

Contractor 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.

IX. AMERICANS WITH DISABILITIES ACT

Contractor will comply with the Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities; in all employment practices, including job application, procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.

X. EXECUTIVE ORDER 11246

Executive Order 11246, as amended by Executive Order 11375, requires that Federal Contractor and Subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/Subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

XI. CONFLICT OF INTEREST/STANDARDS OF CONDUCT

Contractor agrees that in administering the contract to comply with standards of conduct that maintain the integrity of the contract in an impartial manner, free from personal, financial or political gain by avoiding situations which suggest that any decision was influenced by prejudice, bias or special interest.

XII. CLEAN AIR/CLEAN WATER ACT/SOLID WASTE DISPOSAL ACT

The Contractor, if receiving in excess of \$100,000 in funding through this modified agreement, is required to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Contractor shall report any violations of the above to the Board. The Contractor will also comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

XIII. ENERGY EFFICIENCY

Contractor 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 Energy Policy and Conservation Act (Public Law 94-163).

XIV. ENVIRONMENTAL STANDARDS

Contractor will comply with environmental standards which may be prescribed pursuant to the following:

- a. Institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO11514);
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;

- d. Evaluation of flood plains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.)
- f. Conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U. S. C. 7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P. L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

XV. INTEGRITY

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR part 93. When applicable, if this Contract is in excess of \$100,000, Contractor must, prior to execution, complete the Certification Regarding Lobbying Form.

XVI. PUBLIC ANNOUNCEMENTS AND ADVERTISING

The contractor agrees to comply with the provision of the Stevens Amendment as specified in P.L. 115-31, Division H, Title V, Section 505; P.L. 103-333 §508. 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, Contractor 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 (3) Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

XVII. MODIFICATIONS

The terms of this modified agreement may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

No modification of this modified agreement will be effective unless it is in writing, signed and dated by both parties.

The Board may unilaterally modify this modified agreement at will to accommodate any change in the federal or state programs, under which this modified agreement is funded, any change in the interpretation of the federal or state programs, under which this modified agreement is funded, or any applicable federal, state or local laws, regulations, rules or policies. The Board retains the option to extend this contract for an additional one year period at the end of this contract.

XVIII. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 60 days prior written notice to the other party. Written notification of termination must be by registered mail, return receipt requested.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
 - a. Contractor fails to provide any of the services it has contracted to provide; or
 - b. Contractor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of the Board.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to CareerSource Central Florida, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Contractor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

In instances where Contractors/sub-grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

XIX. COMPLIANCE WITH TANF

Contractor shall comply with the Temporary Assistance to Needy Families Program (TANF), 45 CFR parts 260- 265, and other applicable federal regulations and policies promulgated there under.

XX. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

The Board, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

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

XXI. PUBLIC ENTITY CRIMES

Contractor shall comply with Section 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

XXII. THE PRO-CHILDREN ACT

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall prohibit smoking 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.

XXIII. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource Central Florida customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource Central Florida for purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CareerSource Central Florida. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

Employees of Contractor, and agents and contractors of Contractor, granted access to CareerSource Central Florida's workforce information systems, including systems containing confidential information, must complete **Attachment D** to this Agreement, "Individual Non-Disclosure and Confidentiality Certification Form," prior to accessing said workforce information systems. A copy of each completed form shall be retained by CareerSource Central Florida.

XXIV. PROCUREMENT OF RECOVERED MATERIALS

Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

XXV. DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

XXVI. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See [Public Law 115-232](#), section 889 for additional information and 2 CFR part 200.471.

XXVII. PROMOTING FREE SPEECH AND RELIGIOUS LIBERTY & IMPROVING FREE INQUIRY, TRANSPARENCY AND ACCOUNTABILITY AT COLLEGES AND UNIVERSITIES

Contractor agrees to follow the statutory and national policy requirements, as applicable, stated in 2 CFR § 200.300 and Executive Order 13798 Promoting Free Speech and Religious Liberty and Executive Order 13864 Improving Free Inquiry, Transparency and Accountability at College and Universities.

XXVIII. E-VERIFY

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E- [Verify.gov](#)), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

XXIX. VENUE, GOVERNING LAW

This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party will perform its obligations herein in accordance with the terms and conditions of the Agreement. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be either the Division of Administrative Hearings or the appropriate state court in Orange County, Florida.