

**VENDOR CONTRACTOR AGREEMENT
NO. CSCF-QIC-PY23-24
BY AND BETWEEN
CAREERSOURCE CENTRAL FLORIDA
390 North Orange Ave. Suite 700, Orlando, FL
32801 AND
QUANTUM IMPROVEMENTS
CONSULTING LLC**

Central Florida Regional Workforce Development Board, Inc. d/b/a as **CareerSource Central Florida** desires to enter into this Vendor Contractor Agreement (“Agreement”) with **Quantum Improvements Consulting LLC**, a Florida limited liability company (the “Contractor”) providing among other things for Contractor’s services to CareerSource Central Florida. In consideration of the mutual covenant and agreement expressed herein, CareerSource and Contractor hereby agree as follows.

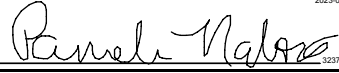

1. TERM

The term of this Agreement shall commence on 3/1/2023 (the “Effective Date”) and shall end on 6/30/2024 subject to the provisions outlined in this Agreement. However, Contractor shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits and reporting as applicable.

2. RESPONSIBILITIES OF CONTRACTOR

This Agreement is made and entered into between CareerSource and Contractor for the provision of services in accordance with **Attachment A** Statement of Work, **Attachment B** Payment terms, **Attachment C** Contractor Provisions, Certifications And Assurances, and **Attachment D** Individual Non-Disclosure and Confidentiality Certification Form, all of which are attached hereto, incorporated herein, and make up this Agreement. Contractor shall return to CareerSource Central Florida any funds paid to Contractor, which have been disallowed pursuant to the terms of this Agreement.

Authorized parties are signing this Agreement as of the Effective Date:

<p>Central Florida Regional Workforce Development Board, Inc.</p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"> <small>Electronically Signed</small> 2023-03-01 02:00:09 UTC - 108.81.233.228 </div> <p>By:  <small>Nintex AssureSign® 32373daa-b81d-4b57-a3f5-a870153e4tc</small></p> <p>Name/Title: <u>President/CEO</u></p> <p>Date: <u>02/28/2023</u></p>	<p>Quantum Improvements Consulting LLC</p> <p>By: </p> <p>Name/Title: <u>Jennifer Solberg, Chief Executive Officer</u></p> <p>Date: <u>28 Feb 2023</u></p>
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STATEMENT OF WORK

Task 1. Review existing documentation developed by CSCF, including but not limited to skills gap analyses, existing programs, websites, and procedures.

Task 2. Meet with CSCF internal team members to understand Career Seeker training programs and where to support assessment, as well as upskilling supplemental resource needs. These meetings will result in a shared objective and vision for the career assessment and training platform.

Task 3. Host employer roundtables and conduct site visits to determine emerging career fields, particularly those in the technology, healthcare, hospitality, public service, and manufacturing fields. Stakeholder organizations will be recruited by CSCF. QIC will support up to 4 roundtables and site visits in person or virtually, as required.

Task 4. Prepare a report documenting the findings from Tasks 1-3 that identifies up to 3 career fields and jobs within them, the transferrable skills relevant to those jobs, and a project plan for the development of the assessment and training platform.

Task 5. Develop an assessment for the relevant skills identified for implementation in the career assessment and training platform. Develop a strategy for administering and reporting data from the assessment to account for accessibility and availability to a broad population. Work with CSCF to implement the assessment online in a hosting environment determined by CSCF.

Task 6. Work with the CSCF team to identify 3-4 pilot training development projects that address developing representative skills that can be applied across the targeted career fields. Craft anticipated scopes of work, expectations, and outcomes as well as the relevant evaluation criteria for the pilot project RFPs, and then further refine those scopes for the pilot projects along with awarded vendors. Costs account for drafting and refining five scopes of work, evaluation criteria, and supporting development of contract language.

Task 7. Work with CSCF educational and employer partners to deploy these pilot projects. QIC will work with the project management teams of each pilot project to ensure milestones and deliverables are met. Monthly project updates will be prepared and delivered to CSCF. This task also involves developing a communication plan for stakeholders throughout the projects, supporting IRB research plan submission, and assisting pilot project staff to complete support these plans.

Task 8. Help craft controls and/or efficacy metrics for each pilot project so it can be made into a recommended resource for CSCF with employer and/or educational institution partners if successful. Support the development teams for each pilot training project in preparing their final reports and deliverables.

	2023												2024			
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Task 1: Documentation Review																
Task 2: Stakeholder Meetings																
Task 3: Roundtables and Site Visits																
Task 4: Summary Report																
Task 5: Assessment Development																
Task 6: Pilot Project Selection																
Task 7: Project Management of Pilots																
Task 8: Final Reports and Deliverables																

BUDGET- PAYMENT TERMS

TOTAL BUDGET: \$ 300,000.00 – Based on delivering all (8) tasks described in Attachment A - Statement of Work.

- Payments to be made by CSCF to Quantum Improvements Consulting LLC in monthly installments in the amount of \$18,750 per month for sixteen (16) months.

Contractor shall invoice CSCF, in accordance with the terms listed within this Attachment. Per this Agreement, total costs for services provided by the Contractor **will not exceed \$300,000.00**. Business-related travel expenditures, including mileage, hotel accommodations, food, and beverages are not reimbursable under this Contract, regardless of purpose.

Contractor shall submit invoices by the 10th of each month. Invoices shall be submitted electronically to accountspayable@careersourcecf.com. Approved invoices shall be processed for payment by CSCF to Contractor within 30 days of invoice receipt.

Contractor shall submit a Monthly Report to accountspayable@careersourcecf.com providing a detailed description of work performed and an update on each task being performed. Once the Monthly Report has been reviewed and approved by Career Source Central Florida, the invoice will be processed for payment.

Contractor shall invoice CareerSource Central Florida, in accordance with identified billing rates, as stated within Attachment B for actual work performed in support of tasks described in Attachment -A (Statement of Work). Travel payment is not applicable for reimbursement hereunder as billing rate cited herein is inclusive of travel mileage. During term of this Agreement, Contractor shall invoice and shall be paid in accordance with stated billing rate for authorized projects. Maximum contract value for consulting services hereunder shall not-to-exceed budget, during any specified period:

Professional Task Description	Budget	Performance Period
Consulting Services	\$ 300,000.00	3/1/2023 thru 6/30/2024

TOTAL CONTRACT AMOUNT NOT-TO-EXCEED	\$ 300,000.00
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Note: Neither CareerSource Central Florida or Contractor shall be held liable for any delay or failure to perform under this Agreement, resulting directly or indirectly from acts of God, pandemics, or circumstances beyond each party’s reasonable control.



CONTRACTOR PROVISIONS, CERTIFICATIONS AND ASSURANCES

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.

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 RENOVATON 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.

INDIVIDUAL NON-DISLOSURE AND CONFIDENTIALITY CERTIFICATION FORM

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information of individuals who are employed by CareerSource Central Florida, receive public assistance, employment and unemployment insurance records maintained by the Department of Economic Opportunities, made available to the organizations, for the limited purpose of performing its duty pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include name (or other personally identifiable information), Social Security numbers, wage and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my duties associated with the program requirements set forth under contract or agreement, I am requesting an access to a secure database. Prior to receiving such means of access, I acknowledge and agree to abide by the following standards for the receipt and handling of confidential information:

1. I shall use access to the Workforce Systems only to secure information to conduct official program business under such contract/agreement.
2. I shall not disclose my username, password, or other information needed to access the Systems to any party nor shall I give any other individual access to information secured.
3. If I should become aware that any other individual – other than an authorized employee – may have obtained or has obtained access to my username, password, or other information needed to access the Workforce Systems, I shall immediately notify CareerSource Central Florida’s Chief Information Officer or Program Manager.
4. I shall not share with anyone any other information regarding access to the Systems unless I am specifically authorized by CareerSource Central Florida.
5. I shall not access or request access to any Social Security numbers, personal information, wage or employment data unless such access is necessary for the performance of my official duties.
6. I shall not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) involved.
7. I shall retain the confidential data only for that period of time necessary to perform my duties. Thereafter, I shall either arrange for the retention of such information consistent with federal or state record retention requirements or delete or destroy such data.
8. I am knowledgeable about proper use and handling of confidential data. I shall comply with all confidentiality safeguards including but not limited to, the following: a) protecting the confidentiality of my username and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
9. I shall not copy, sell, or release data confidential or not obtained from my access to anyone. Any data, confidential or not, obtained will be destroyed in a secure and appropriate manner after completion of contract work.
10. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I further acknowledge that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be

subject to a fine and/or period of imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

11. Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately seek guidance from CareerSource Central Florida designated contact and be guided by his/her response.

Employee Signature:  _____

Date: 28 Feb 2023

Print Employee Name: Jennifer Solberg

Company Name and Address: Quantum Improvements Consulting
1080 Woodcock Rd, Suite 100, Orlando FL 32803

Work Telephone: 407-770-5130

E-Mail: jsolberg@quantumimprovements.net

Application(s) Given Access To: