



SUBRECIPIENT AGREEMENT NO. WIOA YN 1617-011
(PROGRAM YEAR 2016-2017)

BETWEEN

CAREERSOURCE CENTRAL FLORIDA

AND

COMMUNITY BASED CARE OF CENTRAL FLORIDA, INC.

CFDA#17.259

April 1, 2017 thru June 30, 2018

Name of Federal Awarding Agency: U.S. Department of Labor

Federal Award Date: July 1, 2016

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Service Provider DUNS #: 14-938-8816

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SUBRECIPIENT AGREEMENT NO. WIOA YN 1617-011
CFDA# 17.259

THIS AGREEMENT is entered into this 1st day of April, 2017 by and between Central Florida Regional Workforce Board (hereinafter referred to as CareerSource Central Florida), the administrative entity for the Central Florida Workforce Consortium which is a board of county elected representatives for the Counties of Lake, Orange, Osceola, Seminole and Sumter, existing under and by virtue of the laws of the State of Florida as an Inter-local Governmental Agency, and the administrative entity for Regional Workforce Board of Central Florida, Inc., a private, nonprofit having its principle office at 390 N. Orange Ave., Suite 700 Orlando, FL 32801, and Community Based Care of Central Florida, Inc., hereinafter referred to as Service Provider, existing under and by virtue of the laws of the State of Florida as a non-profit corporation, having its principal office at 4001 Pelee Street, Orlando, Florida 32817.

WITNESSETH THAT:

WHEREAS, CareerSource Central Florida has entered into an Agreement with the Governor of the State of Florida for a grant for the implementation of workforce development programs, AND

WHEREAS, the CareerSource Central Florida Board of Directors has the authority to administer workforce development funds; AND

WHEREAS, CareerSource Central Florida conducted a procurement to identify a provider of Workforce Innovation and Opportunity Act youth services; AND

NOW THEREFORE, CareerSource Central Florida, desires to engage Community Based Care of Central Florida, Inc. to serve as a sub-recipient to carry out the below described activities in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

ARTICLE 1

AGREEMENT PURPOSE

It is the purpose of this Agreement to state the covenants and conditions under which the Service Provider will implement and provide workforce development services for youth ages 16-24, as shall be described herein.

ARTICLE 2

DEFINITIONS

In addition to the definitions set forth in the Workforce Innovation and Opportunity Act (WIOA) of 2014, 20 U.S.C. § 2801 et seq., or as it may be amended, the Regulations promulgated there-under 20 CFR 652 et seq., the Personal Responsibility and Work Opportunity Reconciliation Act 42 U.S.C. 601 et seq. and the Regulations promulgated there-under 45 CFR Part 260, et al., and the Acts and regulations applicable to such other grant funding streams as are identified in Service Provider's budget attached hereto as Exhibit B, the following definitions are applicable to the program operated by the Service Provider and to the terms and conditions of this Agreement and any amendments hereto.

2.1 Academic Credit

Credit for education, training or work experience applicable toward a secondary school diploma, a post-secondary degree, or an accredited certification of completion, consistent with applicable state law, regulations and policy, and the requirements of an accredited educational agency or institution.

2.2 Administrative Costs

All indirect and direct costs associated with the management of the program funded by this Agreement. They are costs, which do not directly and immediately benefit participants but are necessary for effective delivery of direct participant benefits. These costs are generally identified with supervision, management, fiscal and record keeping systems and are defined in accordance with the regulations governing the funding streams made available to the Service Provider.

2.3 Allowable Costs

Those costs which are necessary, reasonable and allowable under applicable federal, state and local law, for the proper administration and performance of the services to be provided under this Agreement.

2.4 Amendment

A modification to this Agreement duly executed by the parties.

2.5 Apprenticeship Program

An officially authorized plan which sets forth the terms and conditions for the qualification, recruitment, selection, employment and training of apprentices, including such matters as the requirements for a written apprenticeship Agreement.

2.6 Assessment

The process whereby applicants are interviewed to determine their employability, motivation, aptitude, abilities and interests in order to develop an individual service strategy for the attainment of the participant's career goals. Testing and counseling are a part of the assessment process.

2.7 Audit

A systematic review by a CPA or other duly certified and licensed individual or organization to determine and report whether Service Provider's financial operations are being properly conducted, financial reports are being presented fairly and applicable laws and regulations are being complied with. If total aggregate expenditures of federal funds received from any source total seven hundred fifty thousand dollars (\$750,000.00) or more in any fiscal year, the audit shall be conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and in compliance with State of Florida requirements, and 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards.

2.8 Barriers to Employment

Characteristics which hinder an individual's ability to participate in the labor market.

2.9 Basic Skills Deficient

An individual whose English, reading, writing, or computing skills are at or below a level of 8.9 on a generally accepted standardized test or a comparable score on a criterion-referenced test.

2.10 Case Management

Refers to the provision of a client-centered approach in the delivery of services, designed to prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce activities and supportive services, and to provide job and career counseling during program participation and after job placement.

2.11 Catalog of Federal Domestic Assistance

Also referred to as the CFDA. This contains numbers assigned to the various federal grants and funding streams. The CFDA numbers for the grants and funding streams awarded under this Agreement can be found on the cover of this Agreement.

2.12 Certificate

A certificate awarded in recognition of an individual's attainment of technical or occupational skills by (1) A state educational agency or a state agency responsible for administering vocational and technical education within a state. (2) An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This

includes community colleges, proprietary schools, and all other institutions of higher education that are eligible to participate in federal student financial aid programs. (3) A professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g., Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities. (4) A registered apprenticeship program. (5) A public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an occupation or profession (e.g., FAA aviation mechanic certification, state certified asbestos inspector). (6) A program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons and (7) Institutions of higher education, which is formally controlled, or has been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes. Certificates awarded by workforce investment boards or their providers are not included in this definition. Work readiness certificates for employability skills training, success seminars or similar training are also not included in this definition.

2.13 Classroom Training

Any training conducted in a setting designed to provide individuals with the technical skills and information required to perform a specific job or group of jobs including the upgrading of basic skills or the delivery of work readiness skills.

2.14 The Code of Federal Regulations

Also referred to as CFR. It is where regulations applicable to a federal grant programs can be found. Regulations are also published in the Federal Register.

2.15 Commercial Organization

A private-for-profit entity.

2.16 Cost Allocation Plan

A plan, which identifies and distributes the cost of services provided by support staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category.

2.17 Cost Reimbursement Contract

This is a contract format, which provides for the reimbursement of all allowable costs, which have been identified and approved in the contract budget. It requires that the Service Provider maintain the documentation necessary to support the cost. This contract is a cost reimbursement contract.

2.18 Credential

A nationally recognized degree or certificate or state/locally recognized credential. Credentials include, but are not limited to, a high school diploma, GED, or other recognized equivalents, post-secondary degrees/certificates, recognized skill standards, and licensure or industry-recognized certificates. Includes all state education agency recognized credentials.

2.19 Demand Occupation

This is an occupational area, which has been designated and published by the State as in high demand in the Orlando Metro labor market area.

2.20 Economically Disadvantaged

One of the criteria defined in the WIOA for a youth to be eligible to participate in a WIOA funded program.

2.21 Eligible or Eligibility

Refers to an individual's status in relation to their ability to participate in a grant program.

2.22 Excess Revenue

This refers to revenues in excess of actual costs. All governmental and not-for-profit entities must report and return any excess revenue earned as a result of providing the services and activities under this Agreement.

2.23 Exit

A term which refers to an individual who was a participant in a program funded under this Agreement who may still be receiving support services but is no longer considered a program participant and is reported in the State's information system as an individual who has "exited" from the program in which they were enrolled.

2.24 Funding Stream

The term funding stream as used in this Agreement refers to the State and/or federal grants under which a program or activity is funded under this Agreement. Different funding streams are governed by varying pieces of legislation, statutes and regulations. The grants which comprise the funding streams applicable to this Agreement are identified in the budget attached hereto as Exhibit B. Service Provider must comply with the federal and state requirements of each funding stream identified in their budget when executing their duties and responsibilities under this Agreement.

2.25 Individual Service Strategy (ISS)

An individual plan for a participant which includes an employment goal, achievement objectives, and the appropriate combination of services determined during the individual's objective assessment. The ISS includes the training and employability development plans for a participant.

2.26 Individual Training Account (ITA)

An amount set aside to pay for an individual to be able to attend occupational skills training classes.

2.27 In School Youth

An individual who is in secondary school and is between the ages of 16 - 24. Youth enrolled in alternative education programs at the time of registration are considered in school youth.

2.28 Occupational Training

Training defined by using the first three digits of the Dictionary of Occupational Titles (DOT) code for the occupation for which participant is being trained or a five-digit code as defined by the OES.

2.29 Offender

An adult or juvenile who is or has been subject to any stage of the criminal justice process, or who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

2.30 Out of School Youth

An individual eligible for WIOA services, 16 or older who has not yet reached their 25th birthday and who is a high school dropout or has a high school credential but is basic skills deficient, unemployed or under-employed in accordance with the WIOA definition for under-employed.

2.31 Participant

An individual who has been determined eligible for receipt of the services to be provided under this Agreement.

2.32 PELL Grant

Federal education grants targeted to assist low-income individuals. Entities, which are PELL eligible, must coordinate PELL assistance with WIOA funds awarded. PELL funds must be used before applying for WIOA assisted training.

2.33 Post-Secondary Institution

An institution as defined in the Higher Education Act of 1965.

2.34 Pre Test and Post Test

Written evaluative instruments that measure a participant's skill level at entry into and at completion of training.

2.35 Profit

An amount in excess of the cost necessary to operate a program. Profit is allowable under a cost reimbursement Agreement to the extent it is reasonable as determined during contract negotiations. It includes that amount which

is associated with proprietary materials included in the cost of the program. Profit may be allocated among the cost categories. Profit may only be earned by private-for-profit organizations.

2.36 Program

The activities and services to be provided by Service Provider under and pursuant to this Agreement.

2.37 Program Costs

Personnel and non-personnel costs related to the provision of services to participants under a WIOA funded contract. Costs include the salaries, fringe benefits, equipment, supplies, space, staff training, transportation and other related costs of personnel providing training, component supervisors, coordinators, clerical staff working on direct training activities or functions, instructional materials and equipment used by or for participants, classroom training space, utility costs, insurance, commercially available training packages, tuition, and OJT reimbursements.

2.38 Program Year

The program year is July 1 to June 30.

2.39 Program Income

Interest earned on any advances under this Agreement or income generated by a contract funded by WIOA as a result of the use or fees charged for the rental of real or personal property, or fees for services performed or conferences, or the sale of commodities or items developed with contract funds, or from the participants' activities under the contract except for OJT or revenue in excess of costs earned by organizations other than commercial organizations.

2.40 Retention

The period an individual remains in an unsubsidized job following job placement or in the case of a WIOA youth, the period the youth remains in a job, the military, post-secondary school or advanced placement following exit from the program. The calculation for determining whether the retention period has been met is dictated by the performance measure calculation provided by the state or the federal agency with oversight over the funding stream under which the participant is being served.

2.41 School Drop Out

An individual no longer attending school and who has not received a secondary school diploma or a GED.

2.42 Stand In Costs

Costs paid from non-federal sources, which may be used to stand in for a disallowed cost as a result of a monitoring report or audit. These must be reported as uncharged program costs under a contract awarded and must have been allowable under the grant regulations for the program under which they are proposed. They are subject to verification through audit and must be reported in order to be considered. In order to use in kind costs to stand in for a disallowed cost, State of Florida and federal oversight agency approval must be obtained.

2.43 Support

Non-personnel costs for services such as transportation, uniforms, and workplace tools. The various funding streams under which an individual may be served may limit support.

2.44 Tuition

Charges for education provided by an institution of higher education as defined by the Higher Education Act of 1965 Section 1201(a), or a proprietary institution of higher education, as defined by the Higher Education Act of 1965 Section 481(b), that are not more than the charges for such training made available to the general public.

2.45 The United States Department of Labor

Also referred to as DOL or U.S. DOL.

2.46 The Workforce Innovation Opportunity Act of 2014

Also referred to as WIOA. Whenever the terms Workforce Innovation Opportunity Act or WIOA appear in the text of this Agreement they refer to the Workforce Innovation Opportunity Act of 2014, 20 U.S.C. § 2801 et seq., and the regulations promulgated thereunder.

2.47 Work Experience

A short term or part time work assignment in order to provide a participant with good work habits and basic work requirement skills. The Participant's ISS should identify the length of time which should be justified by the hours needed to provide the training. The work experience must be contextual to the training. WIOA work experience may be at a for-profit or a private-not-for-profit or governmental entity.

2.48 Youth

For this agreement, an individual who is at least 16 and not yet 25 years old. A youth under the WIOA must meet the WIOA eligibility requirements.

END OF ARTICLE 2

ARTICLE 3
FISCAL MANAGEMENT

3.1 General Terms

3.1.1 Funding Independent from Consortium Members

It is agreed that all funds contracted for herein are funds granted to CareerSource Central Florida from the State of Florida under the Workforce Innovation and Opportunity Act of 2014 and are not from funding sources of any member of the CareerSource Central Florida Consortium of Elected Officials.

3.1.2 Compliance with Federal and State Requirements

The Service Provider agrees to implement this Agreement in accordance with the federal, state and local laws, regulations, policies, and procedures applicable to the funding streams identified in Service Provider's budget. Service Provider understands that nothing in this Agreement will relieve Service Provider from adherence to applicable federal, state, and local laws and regulations. Any conflict or inconsistency between the above and this Agreement will be resolved in favor of those laws, regulations, policies, and procedures.

Allowability and allocation of costs to the cost categories shall be governed by the Federal Office of Management and Budget Circulars, federal regulations governing federal funding streams, the Department of Economic Opportunity, CareerSource Central Florida policies, and the budget attached to this Agreement as Exhibit B. Any conflict or inconsistency between the above and this Agreement will be resolved in favor of those laws, regulations, policies and procedures. However this section shall be construed to allow for CareerSource Central Florida to impose restrictions more limiting than those required by said laws, regulations, policies and regulations.

3.2 Compensation

3.2.1 Total Compensation

- a. The total funds allocated for the program to be operated under this Agreement shall be \$81,879 in accordance with the budget attached hereto as Exhibit B, for WIOA programs and services for the period April 1, 2017 through June 30, 2018.
- b. Any funds not expended for the period April 1, 2017 through June 30, 2018 during which this Agreement is in effect may not be used to support the programs funded under any amendment extending this Agreement for a successive program year.
- c. If Service Provider is a commercial organization and has included profit as a part of a line item budget, Service Provider shall be paid for that line item on a quarterly basis contingent upon documentation that outlines achieved performance is received and approved by CareerSource Central Florida.

3.2.2 Payments Limited to the Program and Cost Reimbursement Budget

Funds will be made available to the Service Provider by CareerSource Central Florida on a reimbursable basis for allowable costs as defined by federal, state and local laws and guidelines and in accordance with the line item budget limitations within each cost category of the budget attached hereto as Exhibit B. Funds awarded under this Agreement or an amendment to this Agreement shall also be limited to:

- a. The operation of the program described and in accordance with the terms and conditions set forth herein.

- b. The period for performance as stipulated in the introductory clause of this Agreement or as it may be amended.
- c. The terms and conditions of this Agreement, including the supporting detail and positions approved in the budget attached to this Agreement as Exhibit B. Any expenses not described in Exhibit B will not be subject to reimbursement, this includes, but is not limited to, the specific costs related to supplies, materials, printing, equipment, increases or changes to staffing, wages and/or fringe benefits, bonuses, incentive payments, or mileage in excess of the CareerSource Central Florida mileage reimbursement policy.
- d. A ten percent (10%) variance may occur between line items with approval from CareerSource Central Florida.

3.3 Fiscal Controls

3.3.1 Maintenance of Fiscal Records In Accordance with GAAP

Service Provider agrees to maintain their books and records in accordance with Generally Accepted Accounting Principles, (GAAP), and to institute fiscal controls as established by CareerSource Central Florida from time to time so as to be able to satisfactorily account for all monies spent in order to perform their obligations under this Agreement.

3.3.2 Segregation of Contract Funds

Service Provider shall keep program funds segregated from other funds belonging to Service Provider's organization by maintaining separate bank accounts and/or separate ledgers.

3.3.3 Prohibition Against Advances

In no case shall Service Provider be paid in advance of work performed or services rendered.

3.3.4 Service Provider Responsible for Actions of Employees and Representatives

Service Provider shall be responsible for the actions of its representatives, employees, and instructors with regard to all aspects of the Service Provider's program including, but not limited to, program implementation, the certification and submission of time and attendance records, invoices, submission and verification of financial reports, and maintenance of records.

3.3.5 Access to Records Prior to Funding

Upon demand and/or within thirty (30) days prior to funding any program or service, Service Provider shall allow CareerSource Central Florida to evaluate Service Provider's fiscal and personnel systems in order to be assured of Service Provider's capability to manage the program or project funded by this Agreement or any amendment hereto.

3.3.6 Service Provider Obligation Regarding Training and Support Funds

To assure expenditure requirements are met for the various funding streams and that funds are not over obligated beyond what is available for each program year, if Service Provider is responsible for obligating funds which shall be reimbursed or paid to a third party by CareerSource Central Florida, such as but not limited to support services or tuition payments, Service Provider may be requested to provide CareerSource Central Florida with a weekly report regarding the detail of those obligations. The report shall be provided to the CareerSource Central Florida Programs Contract Manager, in a format and containing information as required by CareerSource Central Florida. Failure to provide the report and resultant over obligations beyond funds budgeted by CareerSource Central Florida for training and support services will become Service Provider's responsibility for payment. Sums obligated by the Service

Provider in excess of the amounts budgeted by CareerSource Central Florida will be deducted from invoices due Service Provider and/or will have to be reimbursed to CareerSource Central Florida by Service Provider should Service Provider's invoices be insufficient to cover the expense.

- 3.3.7. The service provider shall utilize an approved federally recognized indirect cost rate, a rate negotiated between the Board and the service provider, or a de minimis indirect cost rate in accordance with 2 CFR 200.

3.4 De-obligation and Failure to Perform

3.4.1 De-obligation for Non-Performance

CareerSource Central Florida reserves the right to adjust the outflow of funds more or less than originally anticipated up to the total amount of funds allocated to Service Provider. CareerSource Central Florida may de-obligate or redistribute the funds under this Agreement or any amendment hereto, to alternate Service Providers to the extent that either the Contract is fully or partially terminated, the Service Provider is not able to perform effectively, or Service Provider's total program costs will not be expended in accordance with the amount of funds awarded under this Agreement. De-obligation for failure to meet contract schedules for the delivery of services shall be governed by Service Provider's adherence to the Statement of Work attached to this Agreement as Exhibit A.

3.4.2 Funds Limited to the Contract Program

Funds accrued or allocated to the Service Provider under this Agreement or any amendment to this Agreement cannot be used by the Service Provider to support other programs operated by the Service Provider even under a different Agreement or amendment with CareerSource Central Florida. Nor can the funds be carried over to a new contract or amendment without the express written permission of CareerSource Central Florida.

3.4.3 Agreement Contingent Upon CareerSource Central Florida's Receipt of Funds

- a. This Agreement is subject to the appropriation of funds by the Florida Legislature. As provided in Section 287.0582, Florida Statutes, the "State of Florida's performance and obligation to pay [to the extent a payment obligation can be gleaned from the terms set forth herein] under this Agreement is contingent upon an annual appropriation by the Legislature."
- b. Service Provider agrees and understands that funds allocated to the Service Provider under this Agreement or any amendment or modification hereto are contingent upon CareerSource Central Florida's receipt of the federal grant funds under which this Agreement is funded. CareerSource Central Florida, therefore, reserves unto itself the right to unilaterally de-obligate, modify or amend Service Provider's budget in proportion to CareerSource Central Florida's funding level and at the sole discretion of CareerSource Central Florida or if necessary, to suspend or terminate this Agreement or any amendment hereto instantaneously and as may be necessitated by CareerSource Central Florida's funding levels. Any de-obligation, modification or amendment of the funds allocated in the Service Provider's Agreement, or any amendment hereto, shall be effective upon notification to the Service Provider by CareerSource Central Florida. CareerSource Central Florida shall provide Service Provider thirty (30) days' notice, or in the event CareerSource Central Florida receives less than thirty (30) days' notice, it shall provide such notice as it receives from its funding sources. In such instances, costs will be reimbursed up to the date of cancellation only; thereafter neither CareerSource Central Florida nor Service Provider shall have any obligation whatsoever to complete or otherwise continue the Program.
- c. Service Provider funding shall be subject to the de-obligation policy adopted by the State. To the extent that Service Provider expenditure rates result in the de-obligation of funds allocated to CareerSource Central Florida by the State, this Agreement may be unilaterally amended to reduce the total funds available in proportion to the funds de-obligated.

3.5 Method of Payment

3.5.1 Invoicing

In order to receive payment Service Provider shall submit an accrual by the tenth (10th) calendar day following the end of each month, and an invoice to CareerSource Central Florida by the twentieth (20th) calendar day following the end of each month. Invoices are generally paid within thirty (30) days of receipt. The invoice shall be for allowable costs as described in Service Provider's budget and as governed by the rules applicable to the funding streams and grants awarded to Service Provider. The invoice must be accompanied by all documentation necessary to substantiate the expenses for which Service Provider is seeking reimbursement, including but not limited to supporting documentation deemed acceptable by CareerSource Central Florida. Invoices containing costs not supported by the proper documentation or items not detailed in Service Provider's line item budget shall be paid minus the expenditures lacking the documentation or not included with the submission of the invoice. Accuracy and timeliness of the invoices shall be a factor in recommendations for future renewals made to CareerSource Central Florida's governing boards.

3.5.2 Time for Submission of Invoices

- a. Invoices must be submitted no later than the twentieth (20th) calendar day following the end of the month for which Service Provider is seeking reimbursement. Invoices submitted more than fifteen (15) calendar days following the termination of CareerSource Central Florida program year, which is June 30 of each year, will be honored at CareerSource Central Florida's discretion. If accrual or invoice due date occurs on a weekend, then the due date occurs on a weekend, then the due date shall be the Friday prior.

3.5.3 Invoice Errors

- a. Service Provider shall be provided training on the correct way to submit invoices for reimbursement of expenses. Following the training, Service Provider will receive a written notices from CareerSource Central Florida if Service Provider submits invoices:
 - i. Containing mathematical errors, or
 - ii. Seeks reimbursement for items not covered by the budget, or
 - iii. Which are late, or
 - iv. Which do not have the appropriate supporting documentation.
- b. Service Provider will address errors within 24 hours after receiving written notice from CareerSource Central Florida. If errors cannot be addressed, the amounts in question will be deducted until proper documentation is obtained or error is corrected.

3.5.4 Reimbursement of Purchases

All capital expenditures must be approved by CareerSource Central Florida in advance and shall be subject to the governing OMB Circular. Funds under this Agreement may not be used for the purchase in whole or in part of real property. In the case of a request for reimbursement of expended costs incurred in the acquisition or leasing of capital and expendable equipment as approved by CareerSource Central Florida, Service Provider shall be required to comply with Article 3, Section 3.7, Property Management, of this Agreement.

3.5.5 Required Documentation for Submission of Invoices

Service Provider agrees to maintain and provide the following documentation to CareerSource Central Florida, along with Service Provider's invoice for payment. Service Provider understands that invoices submitted without the below described documentation will not be honored.

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

3.5.6 Changes to the Budget

Any changes to the budget above a 10% variance in line items will require a contract modification.

3.5.7 Release of Claims Upon Final Payment

The Service Provider, upon final payment of amounts due under this Agreement, less any credits, refunds, or rebates due to CareerSource Central Florida, hereby releases and discharges CareerSource Central Florida from any financial claims arising from this Agreement.

3.6 Payment Adjustments/Suspensions

3.6.1 Reimbursement of Non Budgeted and Unallowable Costs

CareerSource Central Florida shall not reimburse or pay any expenditures, costs, or payments for goods and/or services to Service Provider which are found to be unallowable, or which are found to be inconsistent with the last approved budget; provided, however, that said budget may be revised for more efficient and effective use of monies available under the Agreement upon written request by the Service Provider to CareerSource Central Florida and written approval thereof by CareerSource Central Florida in advance of the expenditure.

3.6.2 Amount Withheld for Performance

Withholds for performance shall be based on actual contract expenditures and shall be withheld in accordance with the amounts, terms and conditions as described in Article 7, The Work Statement of this Agreement.

3.7 Property Management

3.7.1 Property Use Limited to the Program

- a. Property leased or purchased with grant funds, including personal or real property shall only be used in implementing the CareerSource Central Florida programs funded by this Agreement or any amendment hereto. Title to property purchased with funds made available through this Agreement shall vest with the State of Florida and/or CareerSource Central Florida and the property shall be returned to CareerSource Central Florida upon termination of this Agreement.
- b. Service Provider shall not use contract funds to purchase a part or portion of personal property.
- c. In the event that Service Provider enters into a lease for real property with funds under this Agreement:
 - i. Service Provider shall assure the lease contains a de-obligation clause similar to that contained in this Agreement.
 - ii. The lease shall not obligate CareerSource Central Florida.
 - iii. If the lease is for a facility owned by Service Provider then lease payments shall be limited in amount in accordance with the OMB Circulars.

3.7.2 Service Provider Procurement Requirements

Service Provider agrees to adhere to the following procurement procedures when obtaining any and all goods and services, contractual services, including but not limited to, office supplies, training supplies, equipment, rental Agreements, insurance, construction, maintenance, professional and consultant services, as needed to carry out the terms of this Agreement.

- a. **Purchases of up to \$3,500 (micro-purchases) may be awarded without soliciting competitive quotations if the service provider considers the price to be reasonable. To the extent practicable, the micro-purchases will be distributed equitably among qualified suppliers.** CareerSource Central Florida at their sole discretion can request verification of the procurement documentation.
- b. For procurements with an aggregate cost of \$3,501.00 up to \$24,999.99, Service Provider shall secure two written quotes. Service Provider shall maintain a record of the procurement and the receipt and payment of the goods or services. If the lowest-price items are not purchased, a written

justification must be included. CareerSource Central Florida at their sole discretion can request verification of the procurement documentation.

- c. For procurements for purchases of \$25,000 to \$150,000 the Service Provider shall require at least three written quotes which will be documented. Service Provider shall maintain a record of the procurement and the receipt and payment of the goods or services. If the lowest-price items are not purchased, a written justification must be included. CareerSource Central Florida at their sole discretion can request verification of the procurement documentation.
- d. Service Provider shall publicly advertise and competitively procure for purchases of \$150,000 or more. Service Provider shall submit a copy of the advertised notice seeking bids and a copy of all bids received when seeking reimbursement for this expenditure and shall maintain a record of the procurement and the receipt and payment of the goods or services.
- e. Service Provider shall secure CareerSource Central Florida's written prior approval for the purchase of items not included in Service Provider's budget.
- f. Service Provider shall avoid all conflicts of interest either real or perceived in the procurement of goods and services with contract funds and in the execution of their obligations under this Agreement.

3.7.3 Service Provider Use of Alternative Procurement System

If Service Provider has developed a purchasing system, which it wishes to utilize in place of the system outlined in Article 3, Section 3.7.2, Service Provider shall submit a copy of its Purchasing Procedures to the CareerSource Central Florida Compliance Director and shall request a formal waiver of the purchasing system described herein. The request will be reviewed and approved or disapproved by The Programs Contract Manager. Approval will be granted so long as Service Provider's purchasing requirements meet the minimum standards established by the State of Florida for programs operated under the WIOA.

3.7.4 Service Provider's Failure to Produce Records

Service Provider expressly agrees that it shall reimburse CareerSource Central Florida for any funds expended under this Agreement or amendment hereto when the Service Provider does not or cannot produce the documents required to demonstrate that the procurement requirements of this section have been followed or to support/ substantiate that the goods and/or services procured and/or purchased have been received.

3.7.5 Inventory Tags

Upon receipt of Service Provider's invoice, CareerSource Central Florida shall provide Service Provider with inventory tag numbers for property purchased with funds granted under this Agreement. The Service Provider shall attach tags to the property. CareerSource Central Florida's Contract Specialist will inspect property on an annual basis.

3.7.6 Insurance Coverage for Property

- a. Service Provider shall provide insurance coverage for all property purchased with CareerSource Central Florida funds in the event of loss or damage and shall list CareerSource Central Florida as the named insured with regard to such property.
- b. Any loss, theft, or damage to CareerSource Central Florida/State property, along with the property's inventory tag number shall be reported to CareerSource Central Florida and the local police department as soon as possible following discovery of the loss, theft, or damage, but in any case not later than fifteen (15) days following the actual loss, theft, or damage.

- c. Any recovery made by Service Provider following a report to Service Provider's insurer of the loss, theft, or damage shall be reported to CareerSource Central Florida. CareerSource Central Florida will then inform Service Provider as to whether or not it may use the funds to replace the property or whether the monies should be returned directly to CareerSource Central Florida.

3.7.7 Requirement to Provide a Physical Inventory

Thirty (30) days prior to the end of this Agreement, Service Provider shall present CareerSource Central Florida with a physical inventory of all property purchased with funds set forth in this Agreement. The physical inventory shall contain a reference to the Contract under which funds were allocated for the purchase along with the CareerSource Central Florida inventory tag number.

3.7.8 Requirement to Return Property

Within thirty (30) days of the termination of this Agreement or any amendment hereto under which the property was purchased, Service Provider agrees to return to CareerSource Central Florida all property purchased with funds under this Agreement or any amendment hereto except where Service Provider and CareerSource Central Florida agree that Service Provider may continue to utilize such property for another WIOA, WTP or other grant funded activity. Any such Agreement must be in writing and signed by CareerSource Central Florida's President/CEO.

- a. Service Provider shall inform CareerSource Central Florida in writing within twenty four (24) hours of the termination or resignation of any personnel whose salary is in whole or in part paid for under this Agreement so that their access to the CareerSource Central Florida network can be terminated.
- b. Service Provider shall ensure that any equipment issued which was purchased with funds provided by CareerSource Central Florida or any equipment placed on Service Provider's site by CareerSource Central Florida is collected from a terminated employee prior to their departure.

3.8 Contract Closeout

3.8.1 The Service Provider shall comply with all provisions of CareerSource Central Florida's Contract Closeout Procedures.

3.8.2 Closeout of the program funded under this Agreement upon termination of this Agreement shall be performed in accordance with the terms and conditions of WIOA and state regulations and procedures. Except as expressly waived by CareerSource Central Florida, closeout shall be completed prior to final payment for services performed pursuant to this Agreement. Service Provider shall provide CareerSource Central Florida such information and materials within such time periods as CareerSource Central Florida may require, necessary to complete closeout in accordance with applicable federal and state regulations and procedures.

3.8.3 The Service Provider is allowed to submit a final contract closeout invoice within 60 calendar days of the contract end date.

3.9 Duplicate Funding

3.9.1 Prohibition Against Double Payments

Service Provider costs or earnings claimed under this contract may not also be claimed under another contract or grant from another agency.

3.9.2 Multiple Funding Sources

Service Provider shall utilize a cost allocation methodology which assures that CareerSource Central Florida is paying only its fair share of costs for services, overhead, and staffing not solely devoted to the program funded by this Agreement. The cost allocation plan and supportive documentation must be provided to CareerSource Central Florida within thirty (30) days of the start of this agreement. Cost allocation plan will be tested as part of CareerSource Central Florida's review of the Service Provider's program. The cost allocation plan will be reviewed and approved by CareerSource Central Florida.

END OF ARTICLE 3

ARTICLE 4
GENERAL CONDITIONS

4.1 Request for Proposal Process

4.1.1 Adherence to the Terms and Conditions of the RFP

- a. Service Provider understands and agrees to adhere to the standards and requirements established under CareerSource Central Florida's formal Request for Proposal Process and the Request for Proposals Response document, attached hereto as Exhibit C and incorporated by reference.
- b. To the extent that any terms or conditions conflict with the terms and conditions as stated in this Agreement the language of the Agreement shall control.
- c. Service Provider agrees to provide CareerSource Central Florida and the participants referred to Service Provider with the program and services described in Service Provider's response to the CareerSource Central Florida's Request for Proposals.

4.2 Political Activity

4.2.1 Application of the Hatch Act

None of the funds or services under this Agreement provided by a federal agency, the Governor, or CareerSource Central Florida to the Service Provider shall be used for any partisan political activity or to further the election or the defeat of any candidates for public office within the constraints of the Hatch Act (5 USC section 1501) or the Federal Election Campaign Act, as amended (2 USC section 431).

4.2.2 Partisan and Nonpartisan Activities

No participant or employee whose salary is funded in whole or in part by this Agreement may engage in partisan or nonpartisan political activities during the hours for which the participant or employee is paid with federal grant funds.

4.2.3 Prohibition Against Acting as a Spokesperson for CareerSource Central Florida

No participant or employee whose salary in whole or in part is paid for with funds made available under this Agreement, may at any time, engage in partisan political activities in which such participant or employee represents himself/herself as a spokesperson for CareerSource Central Florida or the program funded under this Agreement.

4.2.4 Placement of Participant or Employees in Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Agreement shall be employed or out stationed in the office of a member of Congress or state or local legislator or on the staff of a legislative committee or in the office of any local elected official(s) of a state or a unit of local government without CareerSource Central Florida's express written approval.

4.2.5 Out Stationing to Offices of Elected Officials

No participant or employee whose salary is paid for in whole or in part with funds available under this Agreement may be employed or out stationed in positions involving political activities in the offices of elected officials.

4.3 Religious Activity

4.3.1 Prohibition Against Religious Activity

There shall be no religious worship, instruction, or proselytizing as a part of or in connection with the performance of Service Provider's obligations under this Agreement.

4.3.2 Prohibition of Use of Funds for Religious Activities

Service Provider shall not use any funds appropriated under this Agreement or amendments hereto in support of any religious activity or in support of any anti-religious activity.

4.4 Non-Discrimination

4.4.1 Compliance with Title VI of the Civil Rights Act

Service Provider agrees to comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d et seq.) as amended, which prohibits discrimination on the basis of race, color and national origin.

4.4.2 Compliance with Age Discrimination Laws

Service Provider must comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which protects individuals who are forty (40) years of age or older.

4.4.3 Compliance with the Rehabilitation Act

Service Provider agrees to comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended which prohibits discrimination against qualified individuals with disabilities.

4.4.4 Compliance with Title IX of the Education Amendments of 1972

Service Provider agrees to comply with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs.

4.4.5 Compliance with the Americans with Disabilities Act

Service Provider agrees to comply with applicable provisions of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), in the course of providing services funded in whole or in part by this Agreement.

4.4.6 Compliance with WIOA Non-Discrimination Requirements

If Service Provider is funded to provide WIOA services, Service Provider agrees:

a. Prohibition of Discrimination Regarding Participation, Benefits, and Employment.

Service Provider shall assure that no individual is excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with, any funded program or activity because of race, color, religion, sex (except as otherwise permitted under title IX of the Education Amendments of 1972), national origin, age, disability, or political affiliation or belief.

b. Prohibition of Discrimination on the Basis of Participant Status

No person may discriminate against an individual who is a participant in a program or activity that receives funds under this Agreement, with respect to the terms and conditions affecting, or rights provided to, the individual, solely because of the status of the individual as a participant.

c. Prohibition on Discrimination Including Prohibition on Discrimination Against Certain Non-Citizens

Service Provider agrees to comply with Section 188 of the Workforce Innovation and Opportunity Act. Service Provider agrees not to discriminate 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. Participation in WIOA programs and activities shall be available to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees, asylees, and parolees, and other immigrants authorized by the Attorney General to work in the United States.

d. Application of USDOL Non-Discrimination Requirements

Service Provider shall comply with 29 CFR part 37 and all other regulations implementing non-discrimination laws applicable to WIOA funded programs.

4.4.7 Complaint Procedures

Service Provider agrees to be governed by the complaint and compliance requirements as set forth in 29 CFR parts 31, 32 and 34 with respect to discrimination and equal opportunity requirements.

4.4.8 Equal Employment Opportunity

The Service Provider agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, and as supplemented in Department of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR part 60 and 45 CFR part 80 if applicable.

4.4.9 Compliance with Section 654 of the Omnibus Budget Reconciliation Act

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

4.5 Grievances and Grievance Procedures

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

4.5.2 Service Provider agrees to comply with the grievance procedures applicable to Providers in the event of a grievance with respect to CareerSource Central Florida.

4.5.3 Whenever CareerSource Central Florida forwards or notifies Service Provider of customer complaints about the workforce system received from the State or other external sources Service Provider shall assist CareerSource Central Florida in investigating the complaint in a timely manner, and agrees to take appropriate action to resolve the complaint as shall be determined by CareerSource Central Florida.

4.5.4 Hearings regarding grievances in which a finding is made in Service Provider's favor are subject to state and federal approval and Agreement. If the State and/or federal oversight entity does not agree with the finding, whether it is regarding a participant complaint or a questioned or disallowed cost as a result of a monitoring or audit finding, Service Provider shall comply with the State or federal determination and in

the event of a questioned or disallowed cost Service Provider shall be liable to CareerSource Central Florida for repayment of the cost which has been questioned or disallowed.

4.6 Communications, Program Names, Signage, Publicity and Publication

- 4.6.1 Service Provider may not undertake any publicity or publish for public consumption any results or information about its program or the participants without prior review by the CareerSource Central Florida President/ CEO or designee. All radio and television announcements/advertisements and general newspaper articles and advertisements must be coordinated through CareerSource Central Florida's Communication and Outreach Department, and must indicate that the program is funded by the CareerSource Central Florida, through funds made available through the State of Florida and the applicable grant funding stream. This requirement includes all participant forms, announcements, manuals, handbooks and other informational materials produced by Service Provider. Service Provider will present material for approval to the Contract Manager prior to distribution.
- 4.6.2 Any public outreach such as but not limited to brochures, flyers, articles, presentations, electronic communiqués, promoting a CareerSource Central Florida funded program must be coordinated with and approved by the CareerSource Central Florida Director of Communications and Outreach. All media outreach efforts regarding CareerSource Central Florida funded programs must be done in conjunction with the CareerSource Central Florida Director of Communications and Outreach.
- 4.6.3 Communications, oral or written, between Service Provider and CareerSource Central Florida and/or its governing boards shall be initiated through contact with the CareerSource Central Florida President/CEO or designee prior to making any contact with the members of the CareerSource Central Florida governing boards.

4.7 Subservice providers

4.7.1 Prohibition Against Assignment and Subcontracting

The Service Provider shall not assign, delegate, subcontract or in any way transfer any of its rights or responsibilities or any part of the work or services to be provided for under this Agreement without CareerSource Central Florida's prior written approval.

4.7.2 Subcontracts Must Be in Writing

Services approved for subcontracting shall be specified by a written Agreement and shall be subject to each provision of this Agreement. A copy of the subcontract shall be provided to CareerSource Central Florida.

4.7.3 Subcontracts Subject to Applicable Laws

All subcontracts shall be subject to the federal, state, and local laws and regulations governing the grant funds awarded to Service Provider under this Agreement.

4.7.4 Subcontracts Subject to Procurement Requirements

Selection of subservice provider(s) is subject to the procurement requirements described in this Agreement.

4.7.5 Notice of Actions Involving Subservice providers

The Service Provider shall give CareerSource Central Florida immediate notice in writing of any action or suit filed, or of any claim made against the Service Provider by any subservice provider or vendor which in the opinion of the Service Provider may result in litigation, related in any way to this Agreement or any amendment hereto.

4.8 Notice

4.8.1 Notice to CareerSource Central Florida

All notices required to be given to CareerSource Central Florida under this Agreement shall be sufficient when hand delivered or mailed to CareerSource Central Florida at its office at 390 N. Orange Ave., Suite 700, Orlando, FL 32801, addressed to the CareerSource Central Florida President/CEO with a copy to be forwarded to the Chief of Operations.

4.8.2 Notice to Service Providers

All notices required to be given to the Service Provider under this Agreement shall be sufficient when hand delivered or mailed to the Service Provider at its office located as stated on page one (1) of this Agreement.

4.9 Certifications

4.9.1 Service Provider understands that CareerSource Central Florida is bound and must comply with the Assurances and Certifications appended hereto as Exhibit E.

4.9.2 ETA Salary Limitation Certification

Service Provider certifies that is in compliance with Public Law 109-234, and that none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditures on or after May 1, 2012, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under Section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in 2 CFR200.

4.10 Integration

4.10.1 Exhibits

The parties hereto agree and understand that the words and figures contained in the following lists of documents are incorporated by reference, and are as fully a part of this Agreement as if such documents were set forth verbatim and at length herein.

- a. The Exhibit(s) enumerated in the text of the Agreement.
- b. The budget.
- c. The Request for Proposal and Service Provider's Request for Proposal Response except as it has been modified by Article 7 the Work Statement.
- d. The statutes and regulations applicable to the grant funding streams identified in Service Provider's budget.
- e. The Assurances and Certifications.
- f. Any and all subsequent documents, including but not limited to, executed amendments.
- g. Child Labor Laws, as applicable.
- h. Immigration and Naturalization Service Employment regulations.

- i. The HIPAA Business Associate Agreement, if applicable
- j. State Confidentiality Certification Form.
- k. Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

4.10.2 Availability of Documents

The above documents, other than the statutes and regulations, which are public documents, will be maintained on file at the CareerSource Central Florida offices. One (1) copy of the executed Agreement will be furnished to the Service Provider by CareerSource Central Florida.

4.11 Vested Powers

All powers not explicitly vested in the Service Provider by this Agreement will remain with CareerSource Central Florida.

4.12 Termination

4.12.1 This Agreement may be terminated as follows:

- a. CareerSource Central Florida or Service Provider may request a termination for convenience upon thirty (30) days prior written notice to Service Provider or such shorter period as may be mutually agreed to by the Service Provider and CareerSource Central Florida. Service Provider will be entitled to receive compensation for services performed in accordance with the conditions set forth herein through the date of termination. However, CareerSource Central Florida shall not be liable for any expenses incurred by the Service Provider after the effective date of termination of the Agreement or any amendment hereto.
- b. CareerSource Central Florida may immediately terminate this Agreement if for any reason either the federal government or the State of Florida fails to provide CareerSource Central Florida the Grant, under which this Agreement is funded.
- c. CareerSource Central Florida may terminate this Agreement at any time that CareerSource Central Florida authorized representative, which shall be the President/CEO, determines that:
 - i. Service Provider has failed to provide any of the services they have been contracted to provide; or
 - ii. Service Provider has failed to comply with any of the provisions contained in this Agreement or any amendment hereto; or
 - iii. Service Provider fails to perform in whole or in part under this Agreement or fails to make sufficient progress so as to endanger performance of Service Provider's obligations to provide the contracted for programs or services; or
 - iv. Service Provider has failed to comply with the Statutes or Regulations applicable to the programs/services funded by this Agreement or any amendment hereto; or,
 - v. Service Provider has failed to take corrective action as described in Article 4 section 4.12.2, or
 - vi. Service Provider has taken an action, which in the opinion of the CareerSource Central Florida President/CEO, the CareerSource Central Florida monitors, auditors, the State, or the CareerSource Central Florida Consortium of Elected Officials, jeopardizes the program or the funds made available under this Agreement.

4.12.2 Suspension and Termination

If CareerSource Central Florida elects to terminate this Agreement under the provisions set forth in Article 4, Section 4.12.1, above, CareerSource Central Florida may immediately suspend the Agreement and refuse any payments due the Service Provider. The Service Provider shall be notified in writing of CareerSource Central Florida's suspension and of CareerSource Central Florida's termination of the Agreement. If CareerSource Central Florida allows the Service Provider a period of resolution to correct the problem, then Service Provider shall have ten (10) working days in which to respond in writing with a corrective plan. Failure to respond with a corrective plan acceptable to CareerSource Central Florida shall result in a termination notice to Service Provider effective from the time of the original suspension.

4.12.3 Suspension of Payments

CareerSource Central Florida may immediately suspend payment to Service Provider at any time that the CareerSource Central Florida President/CEO has sufficient cause to seek termination of this Agreement as described in Article 4, Section 4.12. If CareerSource Central Florida grants the Service Provider the opportunity to correct the problem, then suspension of payments shall remain in effect until CareerSource Central Florida determines the problem has been resolved and the program continues, or until CareerSource Central Florida terminates the program, at which time no payments would be made after the date of the original suspension.

4.12.4 Payments Due Service Provider in the Event of a Termination

In the event of a termination, the Service Provider shall be paid for services rendered up to the date of termination however, from the amount due there shall be deducted:

- a. All advances or other payments on account made to the Service Provider which are applicable to the terminated portion of this Agreement; and
- b. Any credits, discounts or overpayments as described in Article 3; and
- c. Any claim which CareerSource Central Florida may have against the Service Provider in connection with this contract or any other prior Agreement; and
- d. The agreed-for-price for, or the proceeds of the sale of, any materials, supplies or other things acquired by the Service Provider or sold pursuant to the provisions of this clause and not otherwise recovered by or credited to CareerSource Central Florida; and
- e. Any outstanding questioned or disallowed costs attributable to the Service Provider arising out of an investigation, monitoring report or audit of this Agreement or any other Agreement Service Provider had with CareerSource Central Florida; and
- f. If a termination under this Agreement is partial, prior to the settlement of the terminated portion of this Agreement, the Service Provider may file with CareerSource Central Florida a request in writing for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the contract.

4.12.5 Service Provider Liability

In the event of a termination for cause, Service Provider shall be liable to CareerSource Central Florida for damages sustained by CareerSource Central Florida by virtue of any breach of the Agreement by the Service Provider including court costs and reasonable attorney's fees.

4.13 Service Provider Assurance

4.13.1 To assure maintenance of effort the program funded by this Agreement:

- a. Shall result in an increase in workforce opportunities over those, which would otherwise be available.
- b. Shall not result in the displacement of currently employed workers by either a participant or an individual employed to carry out the obligations under this Agreement, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits
- c. Shall not impair current contracts for services or collective bargaining Agreements or result in the substitution of federal funds made available by this Agreement to subsidize work that would otherwise be performed by the Service Provider.
- d. Shall not create a job in a promotional line for either a participant or an individual employed to carry out the obligations under this Agreement, which will infringe in any way upon the promotional opportunities of a currently employed individual.
- e. When Service Provider anticipates a situation, such as that described in Article 4, Section 4.13 above, Service Provider shall immediately notify CareerSource Central Florida and await instruction prior to expending any funds as contracted for in connection with the operation of its program.

4.13.2 Participant Placement

No participant shall be employed or job opening filled with an individual whose salary is funded by this Agreement:

- a. When any other individual is on lay-off from the same or any substantially equivalent job; or
- b. When the employer/Service Provider has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant or employee whose wages are subsidized by WIOA or paid for with WIOA funds.

4.13.3 Relocation

Service Provider shall not use any of the funds under this Agreement to encourage, or induce the relocation of an establishment. Service Provider shall not enter into any Agreement or relationship with a relocated establishment for the conduct of customized or skill training, on the job training, or company specific assessments of job applicants for a period of one hundred and twenty (120) days after the establishment has opened its doors for business with the general public. Establishments include successors in interest. Violations of this section shall result in double damages to be repaid to CareerSource Central Florida.

4.14 Nepotism

4.14.1 Prohibition in Employment

Service Provider may not hire a person in an administrative capacity, staff position, or on-the-job training position funded under the Act if a member of that person's immediate family is employed in an administrative capacity for CareerSource Central Florida or the Service Provider. Service Provider shall make full disclosure regarding any procurements which are not arms-length including small business purchases, and may not enter into any Agreements or make purchases without CareerSource Central Florida's approval where a conflict of interest, or the appearance of a conflict of interest exists or the purchase is not arms-length and involves a family member as described herein, or a business partner or related company.

4.14.2 Applicability of Stricter Standards

Where the Service Provider's nepotism guidelines or state or local guidelines are more stringent than the above requirement, those guidelines shall be followed instead.

4.14.3 Individual Recommendations

No individual whose salary is funded in whole or in part under this Agreement, or who is responsible for carrying out the obligations under this Agreement shall appoint, employ, advance, or advocate for the appointment, employment, promotion, or advancement in or to a position with the Service Provider's organization a member of that individual's immediate family.

4.14.4 Procurement of Goods and Services

Neither Service Provider nor any individual whose salary is funded in whole or in part under this Agreement, or who is responsible for carrying out the obligations under this Agreement for the Service Provider, shall enter into a contract, and/or purchase goods, and/or services with funds made available under this Agreement from:

- a. A member of that individual's immediate family.
- b. A member of Service Provider's staff or their immediate family or
- c. From a Consultant or Service Provider unless the item was separately procured and CareerSource Central Florida approved the purchase after full disclosure, or
- d. From a related company or affiliate of any of the individuals or entities identified herein.

4.14.5 Definition of Immediate Family Member

Immediate family member for purposes of this section shall mean a wife, husband, son, daughter, son-in-law, daughter-in-law, sister, brother, sister-in-law, brother-in-law, mother, father, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, grandparent, grandchild, half-brother, half-sister and first cousin.

4.15 Application of the Davis Bacon Act to Programs Operated Under this Agreement

4.15.1 Davis Bacon Wages

Service Provider agrees to apply Davis Bacon wage rates to projects funded under this Agreement which involve construction, alteration or repair including painting and decorating of buildings, projects, and works which are not ordinarily done by Service Provider's regular workforce.

4.15.2 Copeland Anti-Kickback Act

Service Provider shall comply with the requirements of the Copeland Anti-Kickback Act 40 U.S.C. § 276c/18 U.S.C. 874 and the regulations promulgated thereunder 29 CFR § 3 and 29 CFR § 5

4.15.3 Contract Work Hours and Safety Standards

Service Provider shall comply with the requirements of 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 subagreements.

4.16 Prohibition Against Unallowable and Criminal Activities

4.16.1 Unallowable, Fraudulent and Criminal Activities

Service Provider shall not enroll ineligible individuals, embezzle, willfully misapply, steal or obtain by fraud any moneys, funds, assets or property which are the subject of this Agreement or amendments hereto. If Service Provider violates this provision, Service Provider shall be required to refund all monies and shall be subject to the sanctions of the Act and to the criminal provisions of Title 18 of the United States Code Section 665. The Service Provider shall also be subject to the immediate suspension of payments by CareerSource Central Florida under this Agreement and amendments hereto and immediate termination by CareerSource Central Florida of this Agreement and any amendments hereto.

4.16.2 Prohibition Against Solicitations and Gratuities

Service Provider agrees and understands that no officer or employee of the Service Provider shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential sub-service provider or employer or from any staff person or elected official connected with CareerSource Central Florida.

4.16.3 Prohibition Against the Payment of Fees

Service Provider agrees and understands that no funds provided for by this Agreement or amendments hereto shall be used for the payment of a fee charged to an individual for the placement or referral of that individual to a training program funded under the WIOA.

4.16.4 Prohibition Against Lobbying

Service Provider shall not use any funds appropriated under this Agreement or amendments hereto for lobbying federal, state, or local legislators.

4.16.5 Lobbying and Integrity

Service Provider 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, the service provider must, prior to contract execution, complete the Certification Regarding Lobbying Form.

4.17 Child Labor Laws

Service Provider shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Agreement or amendments hereto.

4.18 Collective Bargaining Agreements

4.18.1 Application of Collective Bargaining Agreements

Service Provider agrees and understands that it must comply with and shall not violate the terms and conditions of any collective bargaining Agreement in effect during the course of this Agreement.

4.18.2 Activities Inconsistent with Collective Bargaining Agreements

If a program to be funded under this Agreement would be inconsistent with the terms of a collective bargaining agreement, then Service Provider shall seek the written concurrence of both the labor organization and the employer concerned prior to operating such programs. Failure to receive a response to a written request may be deemed concurrence.

4.19 Unions

4.19.1 Use of Funds

Service Provider shall not use any funds appropriated under this Agreement or amendments hereto to assist, promote, or deter union organizing.

4.19.2 Placement During a Work Stoppage

No participant may be placed into, or remain working in any position which is affected by labor disputes involving a work stoppage. Service Provider shall make every effort to relocate participants who wish to remain working, into suitable positions unaffected by the work stoppage.

4.19.3 Union Membership

Service Provider shall not require any participant in a position funded by this Agreement to join a union in order to receive institutional training unless the participant is subject to a collective bargaining agreement containing a union security provision.

4.20 Working Conditions

4.20.1 Appropriate Conditions

Service Provider agrees that conditions of employment and/or training will be appropriate and reasonable with regard to the type of work, the geographical region and the proficiency of the participants.

4.20.2 Hazardous and Dangerous Conditions

Service Provider shall not place participants at work or training sites which are or could reasonably be expected to be hazardous, dangerous, unsafe or unsanitary. Participants assigned to work in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.

4.20.3 Benefits and Working Conditions

Participants shall be accorded the same benefits and working conditions accorded other employees working a similar length of time and doing similar types of work.

4.20.4 Health and Safety Standards

Health and Safety Standards established by state and federal laws applicable to working conditions of employees shall be equally applicable to participants.

4.20.5 Contributions to Retirement Systems

No funds available under this Agreement may be used for contributions on behalf of any participant to a retirement system or plan.

4.21 Program Income

4.21.1 Program Income Must be Returned to CareerSource Central Florida

All income as defined in Article 2, Section 2.51, realized in operating a program provided for under this Agreement or any amendment hereto shall be reported to and returned to CareerSource Central Florida at the end of each quarter during which the income was realized and in any event shall be reported and returned to CareerSource Central Florida upon termination of this Agreement. Program income does not

include income from royalties and license fees for copyrighted material, patent, patent applications, trademarks, and inventions.

4.21.2 Audits Must Contain a Program Income Schedule

Service Provider agrees to include in their audits a schedule prepared by their auditor detailing program income realized under this contract.

4.21.3 Continuation of Program Income Revenues

Rental income and user fees on real and personal property acquired with contract funds shall continue to be program income upon termination of this Agreement. Service Provider shall make provision for accounting for such funds and returning the income to CareerSource Central Florida.

4.21.4 Service Provider Use of Program Income

In the event that Service Provider wishes to use program income to further or enhance activities funded by this Agreement Service Provider may request such permission in writing from the CareerSource Central Florida President/ CEO who shall consider such request and reply in writing either approving or denying the request. There shall be no appeal of the President/ CEO's decision. In any event, program income may only be used for allowable activities and costs. In the event that income shall be added to Service Provider's budget in accordance with the amendment provisions under this Agreement, it shall be accounted for in accordance with the terms and conditions governing all funds awarded under this Agreement.

4.22 Insurance and Bonding

The Service Provider shall maintain during the term of this Agreement, the insurance and bonding specified below. This is in addition to the theft coverage required in Article 3.

4.22.1 Third Party Liability

Third Party General Liability Insurance on a negligence basis, including injuries and accidental death to any person in an amount not less than three hundred thousand dollars (\$300,000.00) and subject to the same limit for more than one (1) person in an amount not less than one hundred thousand dollars (\$100,000.00) on account of one (1) accident.

4.22.2 Fidelity Bond

Service Provider shall secure Fidelity Insurance to provide coverage under this contract or in the event that Service Provider has several contracts with CareerSource Central Florida. The fidelity bond shall be equal to the highest monthly advance or reimbursement expected to be received by the Contractor. The policy shall name the officers, directors and those employees in positions allowing for access to or control of program funds provided for by this Agreement. The Service Provider agrees to reimburse CareerSource Central Florida for any loss incurred by CareerSource Central Florida under this Agreement. Service Provider shall be liable for any sums not covered and/or paid by their insurer.

4.22.3 Property Damage

Service Provider shall maintain property damage insurance in an amount not less than one hundred thousand dollars (\$100,000.00) for damage on account of any one (1) accident and in an amount not less than fifty thousand dollars (\$50,000.00) for damages on account of all accidents.

4.22.4 Non-Owner Coverage

Service Provider shall maintain non-owner vehicle insurance coverage and shall name CareerSource Central Florida as an additional insured.

4.22.5 Directors and Officers, Employment Practice Liability and Errors and Omission Coverage

Non-governmental Service Providers shall maintain Directors and Officers Liability Insurance, which shall include Employment Practice Liability and Errors and Omission Coverage. Errors and Omission Coverage may not be paid for with WIOA funds. Coverage shall be in the amount of at least one million dollars (\$1,000,000.00) and shall name CareerSource Central Florida as an additional insured.

4.22.6 Certificates of Insurance

The Service Provider shall make available to CareerSource Central Florida upon request, Certificates of Insurance and Bonding prior to commencing any operations under this Agreement with such certificates clearly indicating that the Service Provider has obtained insurance and bonding in the amounts, type and classifications specified in this section and naming CareerSource Central Florida as an additional insured as required under section 4.22.7 below.

4.22.7 Addition of CareerSource Central Florida as a Named Insured

All insurance coverage required by CareerSource Central Florida under this Agreement shall cite CareerSource Central Florida as an additional insured under the policy. In the event the policy is cancelled CareerSource Central Florida shall have the right to cancel this Agreement.

4.22.8 Failure to Maintain Insurance

Service Provider shall not cancel, materially change, or not renew insurance coverage's affecting this contract before final payment by CareerSource Central Florida is made to the Service Provider. Service Provider shall notify CareerSource Central Florida in writing, of any material reduction or exhaustion of aggregate limits. Any exposure realized as a result of being underinsured will be covered by the Service Provider with non-federal funds. Failure to maintain the insurance coverage's required herein, may result in termination of the contract.

4.23 Independent Service Provider

The Service Provider understands and agrees that it is an independent service provider and no provision of this Agreement shall be construed as creating an agency or employment relationship between CareerSource Central Florida and Service Provider or Service Provider's employees.

4.24 Indemnification Applicable to State Agencies and Governmental Entities

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

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

Both parties shall at all times hereafter indemnify, hold harmless and defend against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, caused by a negligent act or omission of the responsible party, its employees, agents, servants, or officers or accruing, resulting from or related to the subject matter of this Agreement including without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. Either party may retain sums due under this Agreement until all claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments.

4.26 Rights and Remedies Not Waived

No payment by CareerSource Central Florida to Service Provider shall be construed as a waiver by CareerSource Central Florida of any breach or default of Service Provider in the performance of any condition of this Agreement or amendment hereto; nor shall such payment impair or prejudice any right of CareerSource Central Florida with respect to such breach or default; nor shall any assent by CareerSource Central Florida express or implied, to such breach or default, be construed as assent to any succeeding breach or default.

4.27 Conflict of Interest

- 4.27.1 Service Provider asserts and assures that they did not solicit, pay, or offer some other form of consideration to any CareerSource Central Florida Board Member, CareerSource Central Florida staff person, or other elected official or public officer in order to obtain this contract award.
- 4.27.2 Service Provider asserts and assures that it is in compliance with the WIOA and other federal and state applicable conflict of interest restrictions.
- 4.27.3 Service Provider agrees to abide by CareerSource Central Florida's Code of Conduct or with its own organizational Code of Conduct so long as it meets the minimum standard set forth within CareerSource Central Florida's own Code of Conduct.
- 4.27.4 Neither Service Provider nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Service Provider's loyal and conscientious exercise of judgment related to performance under this Agreement.
- 4.27.5 Service Provider agrees that none of its officers or employees shall during the term of this Agreement serve as an expert witness against CareerSource Central Florida, the CareerSource Central Florida Consortium of Elected Officials, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CareerSource Central Florida in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- 4.27.6 In the event Service Provider is given written authorization from CareerSource Central Florida to utilize subservice providers to perform any services required by this Agreement Service Provider agrees to prohibit such subservice providers by written contract, from having any conflicts as within the meaning of this section.

4.28 Applicability of Governing Laws

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation arising out of or concerning this Agreement shall be in Orange County, Florida.

4.29 Contracts in Excess of \$100,000.00

To the extent this contract is funded in excess of one hundred thousand dollars (\$100,000.00) of funds made available from the federal government the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871). [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

4.30 Representation Regarding Quality

4.30.1 Service Provider represents that all person delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof to adequately and competently perform the duties, obligations, and services set forth in this Agreement and to provide and perform such services to CareerSource Central Florida's satisfaction for the agreed compensation.

4.30.2 Service Provider shall make every effort to exercise economic reasonableness in all expenditures involved in the delivery of services under this Agreement.

4.30.3 Service Provider shall perform its duties, obligations, and services under this Agreement in a skillful, respectable and cost conscious manner. The quality of Service Provider's performance and all interim and final product(s) provided to or on behalf of CareerSource Central Florida shall be comparable to the best local, state and national services.

4.31 Debarment, Suspension and Other Matters

Service Provider certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

4.32 Construction or Renovation of Facilities

The Service Provider 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.

4.33 Resource Conservation and Recovery Act (RCRA)

The Service Provider is aware under RCRA (Pub. L. 94-580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

4.34 Trafficking Victims Protection Act

The Service Provider will comply with the Trafficking Victims Protection Act of 200 (2 CFR 175).

4.35 Equal Treatment for Faith-Based Organizations

Service Provider will comply with 29 CFR 2, Subpart D which prohibits any State or local government receiving funds under any Department of Labor program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department of Labor, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

4.36 Purchase of American-Made Equipment and Products

Service Provider assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act will be American-made (P.L. 103-333 §507).

4.37 The Pro-Children Act

Service Provider 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.) 103-277, the Contract shall not permit 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.

4.38 Veteran's Priority of Service

Service Provider agrees to comply with the Veteran's Priority of Service Provisions (38 U.S.C. 4215 and 20 CFR 1010).

END OF ARTICLE 4

ARTICLE 5

PROGRAM REQUIREMENTS

5.1 Monitoring

5.1.1 Service Provider's Responsibility

The Service Provider shall have the administrative responsibility for developing, overseeing, and monitoring the program they have agreed to deliver as described in this Agreement. This includes, but is not limited to, participant time and attendance; verification of documents and reports prepared and/or submitted to CareerSource Central Florida by Service Provider, and participant progress reports.

- a. Service Provider shall develop a protocol and process for self-monitoring their fiscal, program operations and deliverables under this Agreement. Self-monitoring shall include validation of Service Provider's data entry. Service Provider shall conduct a monitoring of its program with a schedule provided to CareerSource Central Florida Program Contracts Manager.
- b. Upon request, Service Provider shall submit a copy of their monitoring report, which shall include any findings identified and Service Provider's proposed corrective action to their CareerSource Central Florida Program Contracts Manager. CareerSource Central Florida Program Contracts Manager will review such information and provide feedback if necessary.
- c. The Self-Monitoring required by this Agreement shall be in addition to the monitoring conducted by CareerSource Central Florida. The file review shall be coordinated to occur quarterly and prior to the notice of the State's annual monitoring visit. The file review shall incorporate the current program year and the immediately preceding program year if applicable.
- d. Failure to take the requisite corrective action as a result of findings identified by Service Provider's internal monitoring unit, or findings identified by the State, or CareerSource Central Florida, within thirty (30) days following the month in which the finding is identified and reported to Service Provider, may result in a determination that Service Provider has failed to meet a performance. Failure to meet the performance element related to corrective action of monitoring findings may result in a recommendation not to renew this Agreement or non-payment of that amount of the performance holdout related to required corrective action of monitoring findings.

- 5.1.2 Service Provider's responsibility notwithstanding, CareerSource Central Florida, the State, the federal government or any of their designated representatives shall have the right to monitor Service Provider's program, and staff, perform qualitative reviews and otherwise assess Service Provider's program.

5.2 Access to Records

5.2.1 Availability of Records

- a. At any time during the term of this Agreement, or at any time during the record retention period following termination of this Agreement, Service Provider shall make all contracts, invoices, payroll records, personnel files, and any and all other records relating to the program, funded by this Agreement, available and shall permit the Secretary of Labor, Comptroller General, the Governor, CareerSource Central Florida or their designated representatives to conduct on site evaluations, audits, investigations, and monitor program performance to ensure compliance with the terms of the Agreement and amendments hereto.
- b. Service Provider shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Service Provider pertaining to any program funded by this Agreement or amendment hereto, available to CareerSource Central Florida, the Comptroller, General of the United States, the federal government

and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews, investigation, survey or examination, even though, the Service Provider may at the time of the request no longer be operating programs for CareerSource Central Florida or be a Service Provider of CareerSource Central Florida.

- c. Service Provider must make all records described in this Agreement available to CareerSource Central Florida, the State or the Federal government in Orange County, Florida.
- d. Service Provider shall assure that program and fiscal records are available to the monitors at the time of the start of all monitoring visits. CareerSource Central Florida shall provide Service Provider with a schedule of the monitoring visits.

5.2.2 Freedom of Information

Records maintained in support of the program funded by this Agreement are not subject to the Freedom of Information Act (5 U.S.C. 552).

5.3 Record Retention

5.3.1 Three Year Retention Requirement

Service Provider shall keep copies of all records, accounts, and documents pertaining to the operation of this Agreement or any amendment hereto for not less than three (3) years following the expiration of this Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Agreement or amendment hereto has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

5.3.2 Title to Records Vests with CareerSource Central Florida

Service Provider understands and agrees that the records it maintains for programs funded by this Agreement are CareerSource Central Florida's property and are maintained for the benefit of CareerSource Central Florida. Therefore, Service Provider shall not dispose of any records without the prior written consent of CareerSource Central Florida and in the event of a termination of the Agreement shall either return all records to CareerSource Central Florida or shall maintain the records in accordance with the terms and conditions of this Agreement and in a manner which will make them accessible through the record retention period.

5.3.3 Property Records

Service Provider shall maintain all records pertaining to any property purchased with funds under this Agreement for three (3) years following final disposition of that property. For purposes of this section, final disposition shall include a return of the property to CareerSource Central Florida. Any property returned to CareerSource Central Florida must be accompanied by all original records or certified copies thereof pertaining to the property.

5.3.4 Retention Period Commencement

The retention date of records shall commence with the termination of this Agreement or any amendment hereto.

5.3.5 Production of Reports and Records

Service Provider understands and agrees that when requested, Service Provider shall complete and furnish to CareerSource Central Florida all forms, reports, documents, and program/fiscal records, within ten (10) days of said request unless other timeframes are required under this Agreement. Failure to

comply with this provision will result in CareerSource Central Florida's withholding the Service Provider's reimbursement until such time that the Service Provider complies with CareerSource Central Florida's request.

5.4 PELL Grants and Other Financial Aid

5.4.1 Application for PELL

Service Provider shall assist all CareerSource Central Florida participants, referred or approved to receive tuition assistance for training, with the application process for PELL Grants, or other federal, state, or local financial assistance.

5.4.2 Coordination of PELL, Other Awards and WIOA

If Service Provider is a Title IV eligible educational institution under the Higher Education Act, or is referring participants to training with such institutions, the institution's financial aid officer, or service provider, as appropriate, shall inform CareerSource Central Florida and or their Service Provider of the amounts and disposition of HEA Title IV awards and all other financial aid afforded to participants enrolled with the Title IV eligible educational institution within fifteen (15) days of the financial award. If tuition is included in the contract budget, the budget shall be subject to amendment in order to deobligate or reprogram funds set aside for tuition and not used in order to avoid duplicate payments.

5.5 Enforcement of Contract Terms

The failure of CareerSource Central Florida to strictly enforce any of the provisions of this Agreement, or to require strict performance by the Service Provider of any of the provisions herein, shall in no way be construed to be a waiver of such provisions or any other provision contained herein nor shall it in any way affect the validity of this Agreement or any part hereof, or waive the right of CareerSource Central Florida to enforce each and every provision herein. The Service Provider is responsible for fulfilling all terms and conditions of this Agreement. While CareerSource Central Florida may monitor the Service Provider's performance under this Agreement, the Service Provider remains solely responsible for its performance. CareerSource Central Florida's monitoring of the Agreement shall not constitute a notice, acceptance waiver or modification of any term or condition. Terms and conditions may only be modified by written contract amendment as specified herein.

5.6 Audit

5.6.1 Governmental, Public and Private-Not-For-Profit Entities Requirement to Audit

- a. Service Provider shall provide for the conduct of an external audit of the program funded by this Agreement and any amendments hereto if total aggregate expenditures of federal funds received from any source total seven hundred fifty thousand dollars (\$750,000.00) or more in any fiscal year. The audit shall be conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and in compliance with State of Florida requirements, and 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards. In determining the federal awards expended in its fiscal year, Service Provider shall consider all sources of federal awards. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR 200.
- b. Audits shall cover the entire recipient organization for the organization's fiscal year. Compliance findings related to contracts with CareerSource Central Florida shall be based on the contract requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met if a match was required. All questioned costs and liabilities shall be fully disclosed in the audit report with reference to the CareerSource Central Florida contract involved.

5.6.2 Commercial Entities Requirement to Audit

Commercial organizations receiving in excess of seven hundred fifty thousand dollars (\$750,000.00) a year in the aggregate of federal grant funds, whether from CareerSource Central Florida or other funding sources, shall conduct a program specific independent financial and compliance audit in accordance with GAAS, or an organization wide audit conducted in accordance with 2 CFR 200 that includes the federal funds received and the program conducted, within its scope. Reference 20 C.F.R. Part 667.200 (b)(2)(ii) and 45 C.F.R., Part 74.26 as they apply to WIOA and WTP funds.

5.6.3 Reimbursement for Audit Expense

Service Provider agrees that although funds might be allocated in their budgets for audit expense, they will not seek reimbursement from CareerSource Central Florida for the costs of any audit in whole or in part, for any fiscal year in which their expenditure of federal funds regardless of the source of receipt of those federal funds does not exceed seven hundred fifty thousand dollars (\$750,000.00).

5.6.4 Period of Performance

- a. Audits must be conducted, completed, and submitted within thirty (30) days of the receipt of the Audit Report following termination of this Agreement or within nine (9) months after the end of the audit period which ever comes sooner.
- b. Failure to submit an Audit Report, as required, may result in the withholding of payments due Service Provider under this or any other Agreement in place with CareerSource Central Florida.

5.6.5 Identification of Program Income

Audit Reports shall include a schedule identifying program income as defined herein.

5.6.6 Disallowed and Questioned Costs

- a. Service Provider shall be liable to CareerSource Central Florida for any disallowed or questioned costs that Service Provider or CareerSource Central Florida incurs as a result of Service Provider expending funds in violation of this Agreement or in violation of the appropriate federal, state or local statutes, regulations, rules, policies, or procedures.
- b. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to CareerSource Central Florida by Service Provider within thirty (30) days of the issuance of the report.

5.6.7 Audit Resolution Procedures

Service Provider agrees to be subject to the monitoring, review and audit resolution procedures established by CareerSource Central Florida, the State of Florida or the applicable federal agency and to cooperate with CareerSource Central Florida in the event that resolution cannot be achieved at CareerSource Central Florida's level.

5.6.8 Deduction from Monies Due Service Provider

If this or any other Agreement is in effect at the time of the identification of a questioned or disallowed cost, or a credit that is due CareerSource Central Florida, CareerSource Central Florida may deduct the amount disallowed/ questioned from any reimbursements or payments due Service Provider.

5.6.9 Failure to Discover

CareerSource Central Florida's failure to either promptly discover or demand prompt payment for

questioned or disallowed costs will not relieve Service Provider from their obligation to repay the disallowance or questioned cost at the time of identification or demand.

5.6.10 Stand In Costs

Service Provider may with the written approval of CareerSource Central Florida and the State of Florida, substitute allowable uncharged costs or in kind contributions, made from non-federal sources to support the program funded by this Agreement, to stand in for a disallowed or questioned cost. Such contributions or in kind payments must have been documented in Service Provider's budget attached to this Agreement and/or books of account as may be required by the federal rules. The expenditure must be supported by the Service Provider's independent Audit Report. The uncharged costs must have been incurred in the same title, cost category, and program year as the costs, which they are proposed to replace.

5.6.11 Expiration of the Contract

The expiration of the contract shall not affect CareerSource Central Florida's, the State's, or any applicable federal agency's right to audit, disallow, or question a cost, or Service Provider's obligation to repay the cost.

5.6.12 Audit Requirements Upon Dissolution of Service Provider's Organization or Termination of Agreement

- a. In the event of the voluntary or involuntary dissolution of Service Provider's organization Service Provider shall inform CareerSource Central Florida, within twenty-four (24) hours of Service Provider's knowledge of its intent to dissolve or of the involuntary dissolution of their organization, and prior to actual dissolution, agrees to allow CareerSource Central Florida to arrange for an immediate audit of Service Provider's organization. CareerSource Central Florida may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Agreement and any amendments hereto so that an immediate audit may be performed.
- b. In the event of the voluntary or involuntary termination of this Agreement for any reason as described in this Agreement, Service Provider shall allow CareerSource Central Florida to arrange for an immediate audit of Service Provider's organization. CareerSource Central Florida may also request or make provisions for the preservation of all records pertaining to the program(s) funded by this Agreement and any amendments hereto so that an immediate audit may be performed.
- c. Notice required by this section shall be in writing and in accordance with the Notice provisions contained herein.
- d. If Service Provider is requested to provide CareerSource Central Florida with its records or elects to provide CareerSource Central Florida with all its records pertaining to this Agreement or any amendments hereto they shall be delivered to the CareerSource Central Florida Compliance Director who is the designated custodian of the records for purposes of compliance with this section.
- e. Upon termination of this Agreement for any reason or upon the dissolution of Service Provider's organization whether voluntary or involuntary Service Provider agrees to allow CareerSource Central Florida to arrange for an immediate audit of Service Provider's organization and/ or the program/ fiscal records, as appropriate. The audit may be organization wide or program specific in accordance with the requirements of the Office of Management and Budget and/ or the State of Florida.

5.6.13 Office of Management and Budget (OMB) Circulars

The service provider agrees that, if applicable, it shall comply with all applicable OMB Circulars, such as 2 CFR 200.

5.7 Amendments

5.7.1 Requests for Amendments

If either Service Provider or CareerSource Central Florida wishes to modify, change, or amend this Agreement, the proposed changes shall be submitted to the other party in accordance with the Notice section under this Agreement. No such change shall be effective until approved by CareerSource Central Florida and/or the Service Provider and a formal amendment to this Agreement is executed by both parties.

- a. Service Provider shall not be permitted to increase staff salaries not already provided for in the budget attached hereto as Exhibit B, add new lines items or make other adjustments to the budget without a prior written contract modification request to CareerSource Central Florida.
- b. Service Provider shall not make expenditures or otherwise encumber funds prior to execution of a formal amendment.
- c. Where modification requests include changes to the budget CareerSource Central Florida shall evaluate the cost reasonableness of the request and if appropriate justification is provided by Service Provider a written amendment shall be executed.

5.7.2 Time for Requesting Amendments

CareerSource Central Florida and Service Provider may request an amendment to the Agreement one (1) time each per program year quarter.

5.7.3 CareerSource Central Florida's Unilateral Rights to Amend

Service Provider understands and agrees that CareerSource Central Florida may unilaterally amend this Agreement to conform to changes in any federal or state statute, regulation, or policy which is applicable to the program funded by this Agreement or any amendment hereto.

5.7.4 Amendments for Local Conditions

Service Provider understands and agrees that CareerSource Central Florida may amend this Agreement as regards reduction in training slots and/ or a redirection of training areas affecting and reducing total funds available to Service Provider, as a result of economic conditions and/ or employment trends within the region's labor market.

5.8 Copyrights, Patents, Rights in Data

5.8.1 Non Exclusive Use and License

- a. Service Provider agrees that CareerSource Central Florida, the State, and the federal government shall have a royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use a copyright or patent or rights in data in any work developed in whole or in part with contract funds.
- b. Service Provider agrees that CareerSource Central Florida, the State, and the federal government shall have a royalty free and nonexclusive and irrevocable license to reproduce, publish, or otherwise use the copyright or patent or rights in data for any copyright, patent or rights in data that Service Provider purchases with contract funds.
- c. CareerSource Central Florida may utilize products as described in paragraphs "a" and "b" above in conjunction with fee for service activities developed or operated by CareerSource Central Florida.

- d. Service Provider agrees to comply with this section regardless of whether or not a copyright or patent has been secured or applied for in connection with the materials, products, rights in data, intellectual property or other similar materials or part thereof developed in whole or in part with funds made available under this Agreement
- e. Any breach of this section shall entitle CareerSource Central Florida to damages at least equal to the fair market value of the materials, products, rights in data, intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

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

5.9 CareerSource Central Florida Policies and Procedures

5.9.1 Service Provider agrees to adhere to all CareerSource Central Florida policies and procedures applicable to the operation of the program.

5.10 Prior Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, and understandings applicable to the matters contained herein and Service Provider and CareerSource Central Florida agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, Service Provider and CareerSource Central Florida, agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Service Provider and CareerSource Central Florida.

5.11 Client Confidentiality

- a. Service Provider records are subject to the Florida Public Records Law, Section 119.07, Florida Statutes. However, the Service Provider and CareerSource Central Florida agree to share confidential customer and program information as necessary but only within the limits established by federal and state laws and regulations governing confidentiality.
- b. Service Provider acknowledges that its employees, and any subservice providers of Service Provider, receive information obtained from employers, participants and unemployment compensation claimants in the performance of their duties and in the course of delivering workforce program services. The information received may include, but is not limited to job and program applicant registrations, job orders, employer reports, unemployment compensation claims and related records. This information is confidential and Service Provider agrees to safeguard the information against unauthorized disclosure in accordance with 20 CFR 603 and sections 443.171(5) and 443.1715, Florida Statutes.
- c. Service Provider understands and agrees that Welfare Transition Program participant records are confidential and exempt from public records disclosure pursuant to 45 CFR 205.50 and section 414.295, Florida Statutes and shall assure that safeguards are in place to protect the disclosure of such records.
- d. Service Provider, its employees, and individuals under the supervision of Service Provider and subservice providers of Service Provider in the course of performing their duties who receive and utilize confidential workforce program information shall:
 - i. Maintain the confidentiality of employer, employee and participant.
 - ii. Have all individuals with access to the herein described records shall sign the "Non-Disclosure and Confidentiality Agreement" and return it to the CareerSource Central Florida Program Manager. A copy of the certification statement is attached as Exhibit E.

- iii. Abide by all present and future directives and Agency policies issued in accordance with state and federal laws pertaining to workforce program and grants, privacy requirements and data confidentiality. Official requests for information shall be handled in accordance with AWI guidance FG 02-033, Confidentiality of Records and Public Records Requests and Subpoenas, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the DEO Intranet.
- iv. Abide by data security measures imposed by the Department of Children and Families, the Agency or any other entity as necessary to comply with the Health Insurance Portability and Accountability Act (HIPAA). The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement.
- v. Maintain the confidentiality of individual employer identifiable data. Individual employer identifiable data within the Labor Market Information (LMI) Program is confidential pursuant to sections 443.171(5) and 443.1715, F.S., and Commissioner's Order 3-04 (USDOL). Labor Market Information (LMI) includes data such as labor force, employment, unemployment, unemployment rates, mass layoffs, employment and wages by industry and occupation, and employment projections. In publishable aggregate form, this data is not confidential. This data is collected and produced through cooperative Agreements with the USDOL, Bureau of Labor Statistics, and DEO, Labor Market Statistics. The information is collected under a pledge of confidentiality to employers and must be treated in a manner that will ensure individual identifiable data will be accessible to only authorized persons. No information or records that would reveal the identity of any individual employer obtained from the Agency should be copied or disclosed to any party other than those authorized by Labor Market Statistics. Confidential employer information may be made available to Service Provider employees and individuals under their supervision and Service Provider subservice providers in the performance of their public duties including statistical research, economic forecasting, job search and training, and implementation and administration of state law.

5.12 Public Records

- a. To the extent Service Provider is acting on behalf of CareerSource Central Florida as provided under Subsection 119.011(2) of the Florida Statutes, Service Provider 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 Service Provider 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 Service Provider or keep and maintain public records required by CareerSource Central Florida to perform the service. If the Service Provider transfers all public records to CareerSource Central Florida upon completion of the Agreement, the Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Service Provider keeps and maintains public records upon completion of the Agreement, the Service Provider 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.

- b. If the Service Provider fails to provide the public records to CareerSource Central Florida within a reasonable time the Service Provider may be subject to penalties under Section 119.10 of the Florida Statutes. Further, CareerSource Central Florida may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.
- c. IF THE SERVICE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SERVICE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CAREERSOURCE CENTRAL FLORIDA'S CUSTODIAN OF PUBLIC RECORDS (MS. ANN BEECHAM, CHIEF ADMINISTRATIVE OFFICER) AT:

(407) 531-1222, EXT. 2010 OR
ABEECHAM@CAREERSOURCECF.COM OR
390 N. ORANGE AVENUE, ORLANDO, FL 32801

5.13 Drug Free Workplace

Service Provider certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.

5.14 Agreement Term

- 5.14.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on June 30, 2018. The term of this Agreement may be extended for a 2-year period. The continuation of this Agreement beyond the end of any program year shall be subject to performance as defined in this Agreement, and the appropriation and availability of funds as described in this Agreement.
- 5.14.2 In the event of an extension of this Agreement, performance and costs will be re-negotiated at the beginning of each new program year.
- 5.14.3 The last period this contract may be renewed shall be the period July 1, 2019 through June 30, 2020.
- 5.14.4 All duties, obligations, and responsibilities of Service Provider required by this Agreement shall be completed no later than June 30, of the program in which this Agreement is executed. Thereafter if this Agreement is extended all duties, obligations, and responsibilities of Service Provider required as a result of any extension shall be completed no later than June 30, of that program year. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

END OF ARTICLE 5

ARTICLE 6
SPECIAL OBLIGATIONS

6.1 Participant Payments

- 6.1.1 Participants may not be paid for time not in attendance, holidays, or overtime. Service Provider shall not certify time sheets, which provide for payment for holidays, time not in attendance, at work, or in class, as appropriate, or for overtime hours worked.
- 6.1.2 Service Provider shall be responsible for making incentive payments to participants based upon funds set aside for such activities at the time of approval of Service Provider's proposal and/ or budget. Documentation of such payments will be included in Service Provider's monthly invoice.

6.2 Actions to be Taken in the Event of an Emergency or Natural Disaster.

- 6.2.1 CareerSource Central Florida and Service Provider wish to ensure that service interruptions are kept to a minimum following an emergency or disaster.
- 6.2.2 Service Provider shall designate three (3) individuals who shall provide CareerSource Central Florida with cell numbers and home numbers. These individuals shall be the designated liaisons regarding all communications during the period of an emergency or natural disaster. The designated liaisons will participate in CareerSource Central Florida's annual emergency preparedness planning process and attend required meetings on this topic.
- 6.2.3 Service Provider agrees that in the event of an emergency or natural disaster, Service Provider shall take the below listed actions where advance notice permits or is provided, preceding an emergency or disaster:
 - a. Service Provider shall designate an individual as a liaison in the case of an emergency.
 - b. The individual designated as the CareerSource Central Florida liaison shall contact the CareerSource Central Florida Program Contracts Manager or Director of Programs and shall consult with them regarding closure of the One-Stop Center or program office being operated by Service Provider and shall close operations in accordance with CareerSource Central Florida President & CEO's approval.
 - c. Prior to closing the local program office, Service Provider shall protect participant files, equipment and other personal property paid for with CareerSource Central Florida funds by securing the equipment, covering the equipment, moving equipment away from doors or windows and/ or taking such other actions to secure the equipment, personal property and participant files.
 - d. The securing of equipment shall be done in accordance with the CareerSource Central Florida Information Technology Hurricane Preparedness Plan. Protection of other property and files must be done pursuant to a plan adopted by Service Provider and approved by the CareerSource Central Florida President & CEO or his/her designee.
- 6.2.4 Service Provider agrees that immediately following an emergency or disaster the designated liaison shall contact the CareerSource Central Florida Program Manager or Director to confer on the reopening of offices and the provision of services to the public.
 - a. Service Provider shall adopt a plan to ensure that information regarding resumption of services is communicated to all workers/staff in the One-Stop Centers or program offices. An example of such a plan might include a telephone tree.
 - b. It shall be the responsibility of Service Provider's liaison to go out as soon as possible after an emergency or disaster to survey their offices. The liaison shall report any damages to the buildings or

premises, downed trees, downed power lines, obstructions to access as well as power outages, water damage and water stoppages to the CareerSource Central Florida Program Manager or Director.

6.3 Background Screening

CareerSource Central Florida agrees to comply with all the requirements of section 1012.465, Florida Statutes, and that CareerSource Central Florida and all of its personnel (1) who are to be permitted access to school grounds when students are present, (2) who will have direct contact with students or (3) who have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by Service Provider in advance of CareerSource Central Florida or its personnel providing any services under the conditions described in the previous sentence. CareerSource Central Florida will bear the cost of acquiring the background screening required Section 1012.32, Florida Statutes, and any fees imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to CareerSource Central Florida and its personnel.

END ARTICLE 6

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: Community Based Care of Central Florida signing by and through its authorized representative and CareerSource Central Florida signing by and through its President & CEO, Pam Nabors, following Board Action on the February 15, 2017. This contract is effective April 1, 2017, regardless of signature date.

AS TO COMMUNITY BASED CARE OF CENTRAL FLORIDA:

WITNESSED BY:

Debra Lanning
Director, Business & Resource
Development

BY:

Glen Casel
(Signature)
NAME: Glen Casel
TITLE: PRESIDENT/CEO
DATE: 5-30-2017

AS TO CAREERSOURCE CENTRAL FLORIDA:

WITNESSED BY:

Janet Sanders
Mr. D. J.

BY:

Pamela Nabors
(Signature)
Pamela Nabors
TITLE: PRESIDENT & CEO
DATE: 5/30/2017

**EXHIBIT A -
STATEMENT OF WORK**

Purpose:

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

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

Through the Youth Navigator, the Service Provider will:

- Recruit, screen, and refer qualified young adults to CSCF for enrollment into Career Conexions
- Serve as the direct point of contact and provide program case management for CBC program youth
- Represent Career Conexions to prospective young adults in a manner that is in accordance with CSCF's policies and procedures presented during the Youth Navigator initial orientation and follow-up support sessions
- Disseminate the Career Conexions brochure to eligible young adults
- Provide CSCF with opportunities to attend Service Provider events and meetings
- Provide opportunities for CSCF staff to make presentations highlighting the service available through Career Conexions
- Allocate time in staff meetings as needed for CSCF to provide updates to Service Provider Staff
- Present an overview of their organization, program, services, and resources to Career Conexions staff. This presentation will include (at minimum) an overview of the Service Provider organization, its' mission, the young adult population served, primary services provided, and best practices for engaging with the targeted population(s)
- Provide office space/access for Career Conexions staff to meet with program participants
- Provide one full-time Youth Navigator to serve as the liaison between the Career Conexions staff and the Service Provider, while embedded within the Service Provider's existing young adult program.
- Maintain and cultivate young adult engagement in the Career Conexions program
- Assist in identifying local businesses to serve as internship worksites and referring businesses to the Career Conexions business consultants
- Leverage existing partners to help inform the community about the services available through Career Conexions

- Share information regarding the status of young adults participating in the program and their progress toward skill attainment, employment, and education outcomes. At minimum, a monthly case note will be entered into the State Management Information System (Employ Florida) documenting activities for the preceding month.
- Submit a monthly Partnership Progress Report as outlined in Exhibit D. Reports for the preceding month are due to the CareerSource Central Florida Youth Technical Manager and Operations Contract Manager by the 10th of each month during the contract period
- Participate in monthly meetings to discuss the Partnership Progress Report, progress toward referral benchmarks, evaluate the status of the partnership, and identify opportunities to work on additional collaborative projects

Support to be provided by CareerSource Central Florida:

- Provide information to Service Provider staff about Employ Florida (the state employment website), resume assistance, job placement assistance, etc.
- Conduct a Career Conexions orientation to familiarize Service Provider staff with the program
- Conduct eligibility and registration for potential Career Conexions program candidates
- Provide administrative oversight and case management services for young adults participating in Career Conexions
- Record WIOA case management services in the Employ Florida System
- Provide access to the full array of services offered through Career Conexions
- Work with Service Provider to establish a referral process and set a point of contact for referrals
- Work in coordination with the Service Provider to monitor the activities, progress, and success of young adults participating in Career Conexions
- Assign a designee to attend monthly meetings to discuss program performance and enhancements
- Provide information on general WIOA Youth eligibility requirements to the Service Provider
- Provide young adults participating in Career Conexions options for training in in-demand industries
- Conduct monthly meetings to discuss the Partnership Progress Report, progress toward referral benchmarks, evaluate the status of the partnership, and identify opportunities to work on additional collaborative projects
- Travel to Service Provider site to meet with young adults as applicable
- Provide WIOA Youth services through the Career Conexions program, including (as applicable):
 - Basic Skills Remediation for young adults who are determined to be basic skills deficient
 - Opportunities to explore careers and understand labor market information
 - Increase communication skills, interviewing skills, writing skills, and appropriate work attire skills
 - Paid work experience activities to participants that offer career exploration and skill development to enhance the participant's work readiness skills in preparation for unsubsidized employment
 - Skill-building activities, such as customer service skills, hospitality and food service, pre-construction, and other occupation skill-building opportunities through short-term occupational training and certification options.
 - Opportunity to earn an industry, state, or federally recognized credential.
 - Financial awareness activities, including, but not limited to; budgeting, financial planning, savings, balancing a checkbook, long-term vision planning and planning for the future.
 - Exposure to entrepreneurial activities.
 - Individualized placement assistance utilizing Employ Florida, staffing agencies, and the business community to assist young adults in gaining employment

Targeted Population:

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

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

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

Timeline:

The services described in this agreement will occur from April 1, 2017 through June 30, 2018.

Financial Support:

In order to facilitate expanding the organizational capacity required to fulfill the services outlined in this agreement and expand the impact of the Service Provider's existing youth services, CareerSource Central Florida will reimburse the Service Provider monthly for services and deliverables described above and documented in the monthly Partnership Progress reports, based on the annualized rate of \$65,503 per year. CareerSource Central Florida will invest additional funds from the Workforce Innovation and Opportunity Act to support approved activities, support services, and incentives that align with the objectives outlined in the Scope of Work. CareerSource Central Florida's investment will be dictated by the number of qualified young adults who enroll in Career Conexions and the individual needs of each young adult.

EXHIBIT B - BUDGET

Service Provider: Community Based Care of Central Florida, Inc.

Program: WIOA Youth Navigator Services

Agreement: # WIOA YN 1617-011

CFDA# 17.259

For the Period of: April 1, 2017 to June 30, 2018

Line Item	Budget
Program Staff Salaries	57,500
TIU, Health Care & Fringe 23.51%	14,278
General Overhead/Indirect	10,101
TOTAL COSTS	\$ 81,879

EXHIBIT C

PERFORMANCE OBJECTIVES AND DELIVERABLES

Community Based Care of Central Florida, Inc.
April 1, 2017 to June 30, 2018

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

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

Deliverables:

- Create a qualified referral strategy and submit to CSCF by May 15, 2017
- Create a qualified participant engagement strategy and submit to CSCF by June 15, 2017
- Attend a Career Conexions orientation session hosted by CSCF to be scheduled once the Youth Navigator is in place
- Present an overview of the Service Provider's existing program, services, and resources to Career Conexions staff by June 30, 2017. The presentation will be an informal, face-to-face meeting that will allow for open dialogue and questions between CBC and CSCF staff. Written materials may be provided at the Service Provider's discretion.

Provide a minimum of 6 qualified referrals monthly until the goal of 50 enrollments is met. The first 6 referrals will be due by May 31, 2017. Referrals will be considered qualified when the young adult in question is both eligible and suitable for participation in the Career Conexions program. Additional referrals and/or enrollments will be accepted at CSCF's discretion.

Submit a monthly Partnership Progress report by the 10th of the each month, covering the preceding month

EXHIBIT D

MONTHLY PARTNERSHIP PROGRESS REPORT

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

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

EXHIBIT E

Individual Non-Disclosure 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.

Vendor/Contractor Employee Signature: _____

Date: 5-30-2017

Print Vendor/Contractor Name: Glen Casel, President/CEO

Company Name and Address: Community Based Care of Central Florida, Inc.

4001 Pelee St., Orlando, FL 32817

Work Telephone: 321.441.2060

E-Mail: glen.casel@cbccfl.org

Application(s) Given Access To:

EXHIBIT F

COMMUNITY BASED CARE OF CENTRAL FLORIDA, INC.

Certifications

SUBRECIPIENT CERTIFICATIONS

By signing the agreement, the Service Provider is providing the certifications as detailed below:

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

The prospective Service Provider certifies to the best of its knowledge and belief, that it and its principals:

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

Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

CERTIFICATION REGARDING LOBBYING (29 CFR Part 93).

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Service Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace
3. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (C) (1).
4. Notifying the employee in the statement required by paragraph (C) (1) that, as a condition of employment under the contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the Contractor in writing ten (10) calendar days after receiving notice under subparagraph (C) (4) (b) from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number(s) of each affected contract/grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (C) (4) (b), with respect to any employee who is so convicted.
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

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

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

1. Section 188 of the Workforce Innovation Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

4. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

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

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

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

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

Glen Casel, President/CEO

(Print Individual's Name & Title)

for Community Based Care of Central Florida, Inc.

(Print Name of Provider Submitting Sworn Statement)

whose business address is 4001 Pelee St., Orlando, FL 32817

and its Federal Employer Identification Number is 01-0631375

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies, **CHECK ONE ONLY**):

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

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

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

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

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

Glen Casel, President/CEO

Name and Title of Authorized Representative

Signature of Authorized Representative

Community Based Care of Central Florida, Inc.

Service Provider

Date

5-30-2017