

CONTRACTOR AGREEMENT NO. LAT 1920-003
BY AND BETWEEN
CAREERSOURCE CENTRAL FLORIDA
390 North Orange Ave. Suite 700, Orlando, FL 32801
AND
The Maue Center

Central Florida Regional Workforce Development Board, Inc. hereinafter referred to as "CareerSource Central Florida" desires to enter into this Contractor Agreement (Agreement) with **The Maue Center** (Contractor) providing among other things for Contractor's services to CareerSource Central Florida. In consideration of the mutual covenant and agreement expressed herein, CareerSource Central Florida and Contractor hereby agree as follows.

1. TERM

The term of this Agreement shall commence on **September 1, 2019** and shall end on **June 30, 2020** subject to the provisions outlined in this Agreement. However, Contractor shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits and reporting as applicable. CareerSource Central Florida reserves the right to negotiate for continued services with Contractor for an additional two years depending upon Contractor's performance and funding availability at the sole and absolute discretion of CareerSource Central Florida. Each year CareerSource Central Florida will evaluate the effectiveness of Contractor's performance and determine if the Agreement should continue.

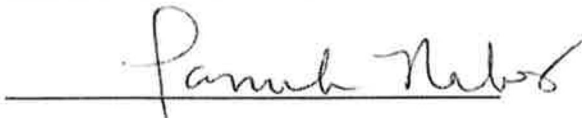
2. RESPONSIBILITIES OF CONTRACTOR AND PAYMENT TERMS

This Agreement is made and entered into by and between CareerSource Central Florida and Contractor for the provision of services in accordance with "Attachment A Statement of Work and Attachment B Payment terms" attached hereto and made a part hereof and the terms of this Agreement. Contractor shall return to CareerSource Central Florida any funds paid to Contractor, which have been disallowed pursuant to the terms of this Agreement.

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

Approved by:

Central Florida
Workforce Development Board
Development Board - Region 12
d/b/a CareerSource Central Florida



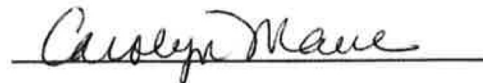
Pamela Nabors
Typed Name

President and CEO
Title

9-20-19
Date

Approved by:

THE MAUE CENTER



Carolyn Maue
Typed Name

President (Consultant)
Title

9-20-19
Date

STATEMENT OF WORK**OVERVIEW**

Contractor will support and develop members of the CareerSource Central Florida (CSCF) Executive Leadership Team in developing their leadership skills and in working effectively together to build skills in strategic innovation, direction and implementation.

LEADERSHIP TEAM DEVELOPMENT FOCUS

Contractor will perform next phase of leadership development coaching and leadership team intervention project steps in accordance with details below. Contractor shall allow for flexibility in scheduling to accommodate unanticipated events.

1. In collaboration with the President, CEO, Contractor will support the Executive Leadership Team through individual coaching and team meetings to continue to implement the organizational vision and mission, and in building the skills and resources necessary for organizational effectiveness and innovation.
2. Contractor will continue to build competency of Executive Leadership Team in using Innovation and demonstration of a consistent strategy to attain the President/CEO's Vision for Career Source Central Florida
 - a. Increase Innovation in Workforce Service Delivery
 - b. Be recognized in the community as a Data and Workforce intelligence partner
 - c. Provide an outstanding Customer Experience to each career seeker and business customer interacting with CareerSource CF
 - d. Be a Relevant, Essential and Self-Sustaining Organization in the Central Florida Community.
3. Contractor will continue to build Strategic Skills and Requirements in knowledge, skill and ability (refer to Reference list below).
4. Contractor will support Executive Leaders in moving from transactional to relational skills with their management team members, in order to effectively meet operational objectives.
5. Contractor will identify needs for individual Leadership Development and make recommendations to build those competencies.

Project	Next Phase of Leadership Development
Coaching: CEO/President	Meet with CEO in 4 meetings during course of project
Executive Team Off-sites	Design, facilitate, implement and follow- up with two half-day off-site meetings with the leadership team to: <ul style="list-style-type: none"> o Hone vision, set strategy, and discuss ways to address team challenges and barriers to success o Continue to build skills in conflict resolution, leading teams and other key skills identified in coaching process and conversations with CEO o Utilize TKI and CDR 3-D Suite assessment results to inform best use of strengths and talents
Individualized Leadership Development Coaching	<ol style="list-style-type: none"> 1. Provide 8 sessions of coaching for each of the members of the leadership team: <ul style="list-style-type: none"> o Mimi Coenen o Leo Alvarez o Steven Nguyen o Lisa Burby o Dyana Burke 2. Included in those 8 meetings will be 2 meetings with each leader, coach and CEO to set goals for coaching and to evaluate progress on leadership skill development
CDR 3D Assessment Certification	Dyana Burke, VP of Human Resources, will become certified in the CDR 3D Assessment Tool through the CDR Assessment Group. CDR Assessment Group will bill Career Source directly (\$1,500).

REFERENCE MATERIALS FOR THIS PROJECT
EXECUTIVE LEADERSHIP TEAM
REQUIREMENTS IN KNOWLEDGE, SKILLS, AND ABILITIES (from Revised Job Descriptions)

ANALYTICAL

- Proficient in analyzing and evaluating performance and planning/organizing; prioritizes and plans work activities
- Strong analytical skills and experience interpreting a strategic vision into an operational model
- Skilled in market analysis and feasibility analysis and business plan evaluation

COMMUNICATION

- Skilled in consensus building and public speaking
- Ability to communicate effectively verbally in meetings, presentations or individually with staff; communicates effectively in writing
- Provide regular performance feedback; and develop direct reports by encouraging growth and professional development

DECISIVE

- Ability to make timely decisions, exhibits sound and accurate judgment
- Ability to meet or exceed established performance goals and monitoring standards.
- Uses time efficiently and develops realistic action plans
- Ability to oversee numerous projects through direction and delegation

LEADERSHIP

- Ability to formulate, initiate, and direct operational systems, policies and procedures for effective organizational control and operations
- Ability to develop and interpret budgets, contracts, fiscal and financial reports
- Ability to effectively manage staff in planning, decision-making, facilitating and process improvement
- Demonstrates organizational values in actions, words and attitude

PROBLEM SOLVING

- Ability to synthesize complex information
- Ability to establish and maintain effective and cooperative working relationships with a diverse workforce and community

TECHNICAL

- Expert knowledge of specific area of expertise in the organization and how it applies to workforce programs and services
- Skill and proficiency in the use of Microsoft Office products (Word, Outlook, and Excel) and Internet applications

PAYMENT TERMS

Contractor shall invoice CSCF, in accordance with PAYMENT TERMS outlined within this Attachment. Note that business related travel expenditures, including mileage, hotel accommodations, food, and beverages are not reimbursable under this Agreement regardless of purpose.

This is a cost reimbursable Contractor Agreement. The total cost reimbursement to be paid to Contractor for services under the term of this Agreement shall not exceed the total amount stated in the table below, unless otherwise authorized by CSCF in a written amendment to this Agreement.

Project Task Description	Payment Due
*Next phase of leadership development coaching and leadership team intervention performed in accordance with project steps identified within ATTACHMENT - A, <u>STATEMENT OF WORK</u> .	\$27,000.00
TOTAL PROJECT COST	\$27,000.00

*Contractor shall work with CSCF President and CEO or designee to schedule firm dates and times.

Contractor shall submit invoices to facilitate payments in accordance with pay points indicated below. Invoices shall be transmitted electronically by email to accountspayable@careersourcecf.com. Final payment shall be payable by CSCF to Contractor within fifteen (15) days of invoice receipt.

Payment Schedule	Payment Due
Payment of 1/3 of Total Project Cost payable upon contract execution	\$9,000.00
Payment of 1/3 of Total Project Cost is payable December 31, 2019	\$9,000.00
Final Payment of remaining 1/3 of Total Project Cost is payable March 31, 2020	\$9,000.00
TOTAL PAYMENTS	\$27,000.00

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CONTRACTOR GENERAL PROVISIONS, CERTIFICATIONS AND ASSURANCES

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

By signing the Agreement, Contractor is providing the assurances and certifications as detailed below:

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

The prospective Contractor 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 Contractor is unable to certify to any of the statements in this certification, such prospective Contractor shall attach an explanation to this proposal (or plan).

II. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93).

Contractor certifies, to the best of his or her knowledge & belief, that:

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

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

III. NON-DISCRIMINATION & 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 and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
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.

IV. ACCESS TO RECORDS

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

V. OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS

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

VI. PROVISION AGAINST ASSIGNMENT

Contractor shall not subcontract any of the services named in this modified agreement. No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Board. Approval does not relieve Contractor from this modified agreement.

VII. DAVIS-BACON ACT

Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. 276a to 276a7) and as supplemented by Department of Labor (DOL) regulations 29 CFR part 5, the Copeland Anti Kick Back Act (40 U.S.C 276c and 18 U.S.C. 874) as supplemented by DOL regulations (29CFR, part 3), and the Contract Work Hours and Safety Standards Act (40U. S. C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

VIII. CONSTRUCTION OR RENOVATION OF FACILITIES USING PROGRAM FUNDS

Contractor is aware that Federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated, through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.

IX. AMERICANS WITH DISABILITIES ACT

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

X. EXECUTIVE ORDER 11246

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

XI. CONFLICT OF INTEREST/STANDARDS OF CONDUCT

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

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

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

XIII. ENERGY EFFICIENCY

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with Energy Policy and Conservation Act (Public Law 94-163).

IVX. ENVIRONMENTAL STANDARDS

Contractor will comply with environmental standards which may be prescribed pursuant to the following; (a) institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO0 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.) (f) conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U. S. C. 7401 et seq.);

(g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P. L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

XX. INTEGRITY

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

XXI. PUBLIC ANNOUNCEMENTS AND ADVERTISING

When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

XXII. MODIFICATIONS

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

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

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

XXIII. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

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

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

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

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

XXIV. COMPLIANCE WITH TANF

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

XXV. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

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

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

XXVI. PUBLIC ENTITY CRIMES

Contractor shall comply with subsection 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to

provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.07, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Contractor list.

XXVII. THE PRO-CHILDREN ACT

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

XXVIII. CONFIDENTIALITY

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

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