

**VENDOR CONTRACTOR AGREEMENT NO.
PY26-CURIUM CONTRACT**
BETWEEN
CAREERSOURCE CENTRAL FLORIDA
AND
DME CONSULTING INTERNATIONAL LLC
dba CURIUM SOLUTIONS

Central Florida Regional Workforce Development Board, Inc. doing business as (dba) **CareerSource Central Florida** desires to enter into this Vendor Contractor Agreement with **DME Consulting International LLC dba Curium Solutions**, a Florida corporation, LLC. ("Contractor") to provide the terms and conditions under which Contractor will provide services to CareerSource Central Florida. In consideration of the mutual covenant and agreement expressed herein, the parties agree as follows.

1. TERM

The term of this Agreement shall commence on **7/1/2025** and shall end on **6/30/2026** 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 two (2) additional twelve-month periods, renewable on an annual basis depending upon funding availability and Contractor's performance. Each year CareerSource Central Florida will evaluate the effectiveness of Contractor's performance and determine if the Agreement should be continued.

2. CONTRACT DOCUMENTS

This Agreement is made and entered into between CareerSource and Contractor for the provision of services in accordance with **Attachment A** Statement of Work, **Attachment B** Payment terms, **Attachment C** Contractor Provisions Certifications, and Assurances, and **Attachment D** Individual Non-Disclosure and Confidentiality Certification Form (if applicable), attached hereto and made a part hereof (collectively the "Agreement").

3. CONTACT INFORMATION

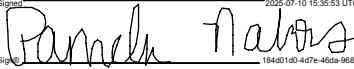

CareerSource Central Florida

Attention: Peter Puterbaugh
390 North Orange Ave.
Suite 700, Orlando, FL 32801
Phone: 407-782-4518
Email: pputerbaugh@careersourcecf.com

Vendor Name

Attention: Daniel Entwistle
Address: 37 N. Orange Ave, Suite 222, Orlando, FL 32801
Phone: 407-777-5495
Email: danielentwistle@curiumsolutions.com

Authorized parties are signing this Agreement and agree to comply with all the terms and provisions of this Agreement.

CareerSource Central Florida	Curium Solutions
<div>Electronically Signed 2025-07-10 15:35:53 UTC - 172.56.74.99</div> <div>By: </div> <div>Printed Name: <u>Pamela Nabors</u></div> <div>Title: <u>President-CEO</u></div> <div>Date: <u>07/10/2025</u></div>	<div>By: </div> <div>Printed Name: <u>Daniel Entwistle</u></div> <div>Title: <u>CEO & US Co-Founder</u></div> <div>Date: <u>07/08/2025</u></div>

STATEMENT OF WORK

This Statement of Work (SOW) is subject to and incorporates the terms of the Curium Services Agreement (CSA) between Curium Solutions (**Curium**) and CSCF (**Client**) dated July 1st, 2022. Defined terms in this SOW have the meaning given to them in the CSA and this SOW and the CSA together form the **Agreement**.

Statement of Work Reference: CSCF.SOW.006

1. Client

The client for the purposes of this Statement of Work is:

Name: CareerSource Central Florida

Address: 390 North Orange Avenue, Suite 700, Orlando, FL 32801

2. Representatives

Client	Curium
Pamela Nabors	Daniel Entwistle
Telephone: 407-531-1222 x 2211	Telephone: 407 777 5495
Email: PNabors@careersourcecf.com	Email: danielentwistle@curiumsolutions.com

3. Services

3.1 Description

Having partnered with CSCF on several key strategic initiatives, we are pleased to continue our support as the organization embarks on its next wave of transformational change. This work comes at a pivotal time, against a backdrop of economic uncertainty and evolving workforce demands, making it even more critical to strengthen CSCF's role as a pioneer in workforce development. The priorities outlined in this engagement are designed not only to address current opportunities but to ensure CSCF is well-positioned for long-term impact and future resilience. This Statement of Work (SOW) outlines the scope of services to be delivered in support of these objectives

3.2 Deliverables

CSCF plays a vital role in the local community and is widely recognized as a national leader in talent and workforce development. Driven by a strong commitment to continuous improvement, CSCF is focused on evolving its efficiency, culture and service offerings to amplify its impact. To support these ambitions, several key priorities have been defined, each designed to drive meaningful progress and accelerate critical transformation efforts. Curium will continue to partner closely with CSCF's leadership, stakeholders, and local teams to provide strategic consulting support across these areas:

Priority	Detail	Days
Training	Training & Sustain <ul style="list-style-type: none"> PMO Smartsheet Training PMO Skills Training Customer Experience Training/Strategy (as required) BOLD Mid Manager Training <ul style="list-style-type: none"> Design training, execute training, and resources to support implementation and enhancements Facilitate training and learning labs Measure adoption Sustain Infrastructure <ul style="list-style-type: none"> Develop Org Health Mechanisms <ul style="list-style-type: none"> Create surveys and methods to measure integration success Operationalize solutions for future onboarding 	71 days combined
PMO Comms and Advisory Support	PMO Support <ul style="list-style-type: none"> Manage PMO and integrate priorities into PMO Tracking/Governance Structure. Align on ROI /Timeline Comms Support <ul style="list-style-type: none"> Develop Strategic Comms Plan to support all strategic drivers <ul style="list-style-type: none"> Branch Closures, Org Realignment, BOLD Initiatives, Training, etc. Content Development <ul style="list-style-type: none"> Town Halls, Steering Co Content, Emails, Flyers, Playbooks, Branch Handouts, etc. Build supporting deliverables/ Stakeholder internally Build Value Proposition Integration Strategy to further rollout into CSCF 	
L & D Strategic Driver	L&D Assessment Output <ul style="list-style-type: none"> Support implementation of at least one of the solutions derived from L&D Assessment such as: <ul style="list-style-type: none"> Succession Planning Tech Revamp Onboarding/Offboarding Development Framework Create sustainable mechanisms to support L&D infrastructure long term with a combination of people and tools 	

3.3 Collaborative Efforts and Shared Responsibilities

Curium has assumed the following, which are critical to the successful delivery of this Statement of Work:

- Upon request, the Client will provide internal documentation to support the delivery of this SOW.
- Curium will have the support of CSCF stakeholders as necessary to complete the work within the required timescales. This includes the C-Suite.
- The client will be responsible for coordinating, scheduling, and ensuring key participants and stakeholders make themselves accessible to support the work.
- Provision and availability of suitable facilities e.g., desks, meeting rooms, IT systems access, and site access.

4. Timescales, Resources and Fees

4.1 Commencement Date

The engagement will commence in July 2025 and is anticipated to continue through to May 2026.

4.2 Curium Resources

Daniel Entwistle will be the overall Account Director and will guide the execution of the work. Additional Curium resources will be called upon for design and delivery.

4.3 Commercial Arrangements

This initial statement of work is a Not to Exceed total fee of \$100,000. The agreed upon discounted blended day rate is \$1400.

This provides 71 days of blended resources consisting of Curium Managing Director and Curium Principal/Senior Consultants against the above deliverables. These are estimates and if a deliverable takes less or more effort than anticipated, then the resources may go towards other deliverables as determined by the CEO of CSCF. It's recognized that there will need to be flexibility by all parties and CSCF will let Curium know if priorities change.

Additional requests by the client outside of this scope can be called off without the requirement of a new SOW and will have an hourly rate range applied to it between \$175 - \$250 ph.

All fees are exclusive of expenses and taxes or similar charges imposed in respect of the Services, all of which the Client shall pay (other than taxes imposed on Curium's income generally).

4.4 **Delivery Location**

The work may be delivered both virtually and in person where required.

PAYMENT TERMS

Contractor shall invoice CSCF, in accordance with the terms listed within Attachment A – Statement of Work. Per this Agreement, total costs for services provided by the Contractor will not exceed **\$100,000.00 + Expenses charged at cost with a maximum amount of 5% of SOW (\$5,000.00)** Business-related travel expenditures, including mileage, hotel accommodations, food, and beverages are not reimbursable under this Contract, regardless of purpose.

Contractor shall submit invoices to facilitate payments in accordance with the schedule outlined below. Invoices shall be submitted electronically to accountspayable@careersourcecf.com. Payment shall be payable by CSCF to Contractor within 30 days of invoice receipt.

Professional Task Description	Budget	Performance Period
Consulting Services – Strategic Organizational Transformation	Not to Exceed - \$105,000.00	7/1/2025-6/30/2026

TOTAL CONTRACT NOT-TO-EXCEED COST	\$ 105,000.00
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- Payment will be due 30 days from invoice date
- Expenses – charged at cost, maximum amount 5% of SOW
- Curium to invoice CSCF monthly based on actual days of resource provided during each month, including a status report of resource days utilized toward the priorities identified above
- Payment will be due 30 days from invoice date

Contractor shall return to CareerSource Central Florida any funds paid to Contractor, which have been overpaid or disallowed pursuant to the terms of this Agreement.



CONTRACTOR PROVISIONS, **CERTIFICATIONS AND** **ASSURANCES**

*****In the event there is a discrepancy or conflict with Contractor's terms and conditions this document shall prevail.*****

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

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

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Agreement been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph above; and/or
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Contractor shall comply with Executive Orders 12549 and 12689 regarding debarment and suspension.

2. CERTIFICATION REGARDING LOBBYING (29 CFR Part 93)

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

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

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

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

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

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

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

- a. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially assisted program or activity;
- b. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- c. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- d. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- e. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- f. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

4. SCRUTINIZED COMPANIES

If the amount of this Agreement is \$1,000,000.00 or more, in accordance with the requirements of section 287.135, Florida Statutes, Contractor must provide a certification it is not listed on the Scrutinized Companies that Boycott Israel List, it is not engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, it is not engaged in business operations in Cuba or Syria, or that it meets the conditions for exemption as provided in section 287.135(4), Florida Statutes. These lists are created pursuant to sections 215.4725 and 215.473, Florida Statutes. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition described in this paragraph, this paragraph will be null and void.

5. DISCRIMINATORY VENDOR LIST

By entering into this Agreement, Contractor certifies that it is not an entity on the state's discriminatory vendor list described in section 287.134, Florida Statutes.

6. ACCESS TO RECORDS; PUBLIC RECORDS

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

Public Records. To the extent required by Section 119.0701 of the Florida Statutes, the Contractor shall: (i) Keep and maintain public records required by CareerSource Central Florida to perform the Services under this Agreement. (ii) Upon request from CareerSource Central Florida's custodian of public records, provide CareerSource Central Florida with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or otherwise provided by law. (iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to CareerSource Central Florida. (iv) Upon completion of the Agreement, transfer, at no cost to CareerSource Central Florida, all public records in possession of the Contractor or keep and maintain public records required by CareerSource Central Florida to perform the service. If the Contractor transfers all public records to CareerSource Central Florida upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CareerSource Central Florida, upon request from CareerSource Central Florida's custodian of public records, in a format that is compatible with the information technology systems of CareerSource Central Florida.

If the Contractor has questions regarding the application of chapter 119, Florida statutes, to the Contractor's duty to provide public records relating to this agreement, contact CareerSource Central Florida's Custodian of Public Records at Public Records Custodian 390 N. Orange

Avenue, Suite 700 Orlando, FL 32801, NBlanco@careersourcecf.com.

7. NOTICES

- a. For a notice, or other communication, under this Agreement to be valid, it must be in writing and signed by the sending party, and the sending party must use one of the following methods of delivery: (1) personal delivery; (2) registered or certified mail, in each case return receipt requested and postage prepaid; and (3) nationally recognized overnight courier, with all fees prepaid. Delivery via email, is also permitted provided it is followed by delivery via one of methods (1)-(3) above and any such delivery via email shall not be deemed to have been received pursuant to Subsection 7.c. until such delivery pursuant to methods (1)-(3) above shall be deemed to have been received pursuant to Subsection 7.c.
- b. For a notice, or other communication, under this Agreement to be valid, it must be addressed to the authorized receiving party at the addresses listed in Section 3 of the cover Agreement for the receiving party, or to any other address designated by the receiving party in a notice in accordance with this Section 7.
- c. Subject to Subsection 7.d., a valid notice or other communication under this Agreement is effective when received by the receiving party. A notice, or other communication, is deemed to have been received as follows:
 - (i) If it is delivered in person, or sent by registered or certified mail, or by nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; and
 - (ii) If the receiving party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which notice was not given, then upon that rejection, refusal, or inability to deliver.
- d. If a notice or other communication is received after 5:00 p.m. on a business day at the location specified in the address for the receiving party, or on a day that is not a business day, then the notice is deemed received at 9:00 a.m. on the next business day.
- e. Any notice requiring prompt action shall be contemporaneously sent by electronic mail.

8. COMPLIANCE WITH OFFICE OF MANAGEMENT AND BUDGET (OMB) CIRCULARS, AND FEDERAL, STATE AND LOCAL LAWS

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. Contractor shall comply with all federal, state, and local laws and ordinances applicable to this Agreement.

9. PROVISION AGAINST ASSIGNMENT

Contractor shall not assign or subcontract this Agreement or any rights or any monies due or to become due hereunder without the prior, written consent of CareerSource Central Florida. Such approval does not relieve Contractor from this Agreement. All requirements to be observed by the Contractor under this Agreement shall be applicable to and observed by all subcontractors.

10. DAVIS-BACON, COPELAND “ANTI-KICKBACK” AND CONTRACT WORK HOURS AND SAFETY ACT

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

11. 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.

12. AMERICANS WITH DISABILITIES ACT

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

13. 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.

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

The Contractor will 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 CareerSource Central Florida. The Contractor will also comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

15. 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).

16. ENVIRONMENTAL STANDARDS

Contractor will comply with applicable 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 11514;
- b. Notification of violating facilities pursuant to Executive Order 11738;
- c. Protection of wetlands pursuant to Executive Order 11990;
- d. Evaluation of flood plains in accordance with Executive Order 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).

17. 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 Agreement is in excess of \$100,000, Contractor must, prior to execution, complete the Certification Regarding Lobbying Form.

18. PUBLIC ANNOUNCEMENTS AND ADVERTISING

The contractor agrees to comply with the provision of the Stevens Amendment as specified in P.L. 115-31, Division H, Title V, Section 505; P.L. 103-333 §508. When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program (3) Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

19. MODIFICATIONS

The terms of this Agreement may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made in this 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 Agreement will be effective unless it is in writing, signed and dated by both parties.

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

20. TERMINATION FOR DEFAULT/CONVENIENCE

This Agreement may be terminated as follows:

1. Either party may request termination of this Agreement upon 60 days prior written notice to the other party.
2. CareerSource Central Florida may unilaterally terminate or modify this 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 Agreement is funded.
3. CareerSource Central Florida may unilaterally terminate this Agreement with written notice at any 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 Agreement; or
 - c. Such termination is in the best interest of CareerSource Central Florida.

In the event of termination of this Agreement by CareerSource Central Florida, CareerSource Central Florida shall be obligated to pay all invoices submitted by Contractor for work performed by Contractor and approved by CareerSource Central Florida through the date of Agreement termination.

In the event this Agreement is terminated for cause, Contractor shall be liable to CareerSource Central Florida for damages sustained for any breach of this 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 Agreement terms, CareerSource Central Florida will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

21. 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 thereunder.

22. RIGHTS TO INVENTIONS, DATA/COPYRIGHTS AND PATENTS

CareerSource Central Florida, 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.

23. STATEMENT OF STATE SPONSORSHIP

In compliance with section 286.25, Florida Statutes, if Contractor sponsors a program financed, in whole or in part, with funds provided under this Agreement, Contractor will, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (entities name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written form, the words "State of Florida, Department of Commerce" will appear in the same font size as the name of the entity. As required by 20 CFR. 678.900, each one-stop delivery system must include the "American Job Center" identifier or "a proud partner of the American Job Center network" on all primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials and must include the "American Job Center" identifier or "a proud partner of the American Job Center network" on all products, programs, activities, services, electronic resources, facilities, and related property and new materials used in the one-stop delivery system.

24. PUBLIC ENTITY CRIMES

By entering into this Agreement, Contractor certifies that it is not on the state's convicted vendor list. Contractor shall comply with Section 287.133(2)(a), Fla. Stat., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section

287.017 Fla. Stat., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

25. 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 Agreement shall prohibit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

26. CONFIDENTIALITY

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

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

27. PROCUREMENT STANDARDS

- a. Contractor will comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.
- b. Contractor will comply with the procurement standards in 2 CFR 200.318 - 200.326 when procuring property and services under this Agreement. CareerSource Central Florida shall impose its obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors. CareerSource Central Florida shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.

28. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

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

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

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

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

31. E-VERIFY

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system ([E-Verify.gov](#)), and beginning January 1, 2021, uses the E-Verify

system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

32. CONTRACTS POSTED ON WEBSITE

An executed copy of a contract that is estimated to exceed \$35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities, or properties for the five most recent years will be posted on CareerSource Central Florida's website.

33. MANDATORY REPORTING OF ABUSE

In compliance with sections 39.201 and 415.1034, Florida Statutes, if Contractor or its subcontractor performing services under this Agreement, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Contractor agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96-ABUSE, or via the web reporting option at <https://reportabuse.myflfamilies.com/s/>, or via fax at 1-800-914-0004.

34. BACKGROUND SCREENINGS

CareerSource Central Florida requires a Level 1 background screening as a condition of contract award for all contractors and subcontractors. The Level 1 background screening must be conducted prior to contract awards and prior to Contractor's employees beginning work. The Level 1 background screening must be conducted at least every five years.

35. VENUE, GOVERNING LAW

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

By signing below, Contractor hereby certifies and assures that it will fully comply with the provisions listed above:

Daniel Entwistle - CEO & US Co-Founder

Printed Name and Title of Authorized Representative



Signature of Authorized Representative

DME Consulting International LLC dba Curium Solutions,
Organization/Business Name

07/08/2025

Date

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.
3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Board's Regional Security Officer.
5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.
6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).
8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Florida Department of Commerce ("Commerce").
9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.
10. I will 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) or employers involved.
11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.
12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed,

copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.

13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that Commerce has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Commerce to prosecute violations of to the fullest extent of the law.

14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or Commerce. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification 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.

15. 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 also understand 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 criminal prosecution and if found guilty could be fined, be subject to 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.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____