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*American Institute of  
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*Florida Institute of  
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July 1, 2021

Ms. Pamela Nabors  
President & Chief Executive Officer  
CareerSource Central Florida  
390 N. Orange Ave., Ste. 700  
Orlando, Florida 32801

Dear Pam:

This letter is to confirm our understanding of the terms of our engagement and nature and limitations of the services we are to provide for CareerSource Central Florida (CareerSource).

You will agree to the procedures described in the scope of work attached to this letter and will acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement, which is to conduct fiscal and programmatic monitoring for the program year ending June 30, 2022. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AIPCA). Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures in the attached scope of work do not constitute an examination or review, we will not express an opinion or conclusion on the fiscal and programmatic records of CareerSource for the program year ending June 30, 2022. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to CareerSource. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate, we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.

- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the fiscal and programmatic records, we will communicate such matters to you.

You agree to the procedures to be performed and acknowledge that they are appropriate for the intended purpose of the engagement.

You are responsible for the presentation of the fiscal and programmatic records of CareerSource in accordance with Local, State and Federal requirements. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the presentation of the fiscal and programmatic records of CareerSource, in accordance with the Local, State and Federal requirements.

Terry Miller is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Mutually agreed-upon dates for performing the procedures for the contract period will be coordinated with designated CareerSource staff. Our proposed preliminary fieldwork timeline for the onsite visits is as follows:

Visit	Date of Fieldwork	Fiscal or Program
Visit #1	August 9 – 13, 2021	Program
Visit #2	September 27 – October 1, 2021	Fiscal
Visit #3	November 8 – November 12, 2021	Program
Visit #4	January 17 – 21, 2022	Fiscal
Visit #5	February 7 – 11, 2022	Program
Visit #6	May 2 – 6, 2022	Fiscal
Visit #7	May 9 – 13, 2022	Program

Our fees for these services will be based on the actual time spent at our hourly billing rates. Out-of-pocket costs are included in our rate structure. We estimate that our fees to perform the attached scope of work for the period ending June 30, 2022, *will not exceed* \$160,000 as follows:

Item	Hourly Rate	Hours	Total
Shareholder	\$145	320	\$46,400
Shareholder	\$145	320	\$46,400
Shareholder	\$135	320	\$43,200
Consultant	\$100	240	\$24,000
Total		1,200	\$160,000

If we encounter factors that will require additional time, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. If we should incur lesser fees on the engagement than our preliminary estimate, we will bill the lesser amount. Additionally, any special projects requested by CareerSource beyond the scope of this agreement will be billed at the rates set forth herein.

Additionally, for any nonattest services requested by CareerSource, such as training and technical assistance, you are responsible for assuming all management responsibilities and for overseeing the nonattest services we provide by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services. Nonattest services will be billed at the rates set forth herein.

Invoices for fees will be billed to you as our work progresses. A final invoice will be submitted upon completion of the engagement. Invoices are due and payable within 20 days of the invoice date.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. If additional specified parties of the report are added, we will consider whether they need to acknowledge in writing their agreement with the procedures performed or to be performed and their acknowledgment that the procedures are appropriate for their purposes.

Sincerely,

TAYLOR HALL MILLER PARKER, P.A.

*Terry Miller*

Terry L. Miller, CPA

Accepted:

By: *Pamela Nabors*  
Title: Pamela Nabors, President & CEO  
Date: July 1, 2021

CAREERSOURCE CENTRAL FLORIDA  
SCOPE OF WORK

THMP agrees to perform services by using the following pool of procedures throughout the contract period. CareerSource Central Florida reserves the right to modify the scope of work as deemed necessary with proper advance notice.

Administration and Financial Monitoring

CareerSource
Administration
Review Corrective Action Plans to determine the status of the previous monitoring report's recommendations.
Review State monitoring reports to obtain an understanding of issues identified by DEO and CareerSource's correction action plans.
Interview CareerSource staff to confirm knowledge of program policies and regulations.
Review the Board meeting minutes for unusual items or conflicts of interest.
Review the DEO Internal Control Questionnaire completed by CareerSource, address any deficiencies noted and determine if CareerSource had controls in place to mitigate risks, and make recommendations as deemed necessary.
Review CareerSource's internal budget process and monthly budget/variance reports.
Review ETA Salary & Bonus Cap documentation to determine whether: a. CareerSource tested salaries & bonuses of all staff, including subrecipients, whose total compensation was determined to be in excess of the salary & bonus cap for that calendar year; and b. appropriate entries were made to reduce the level of ETA funding, if applicable.
Determine whether audit reports submitted by CareerSource's subrecipients were reviewed and deficiencies addressed.
Review the key areas outlined in the DEO Subgrantee agreement to ensure compliance.
Procurement
Select a sample of procurements, obtain the contract files and perform a review to ensure the contract files contain required documentation. Additionally, complete the sections of the DEO procurement monitoring tool applicable to contracts.
Cost Allocation
Obtain the Indirect Cost Rate Plan and perform the following: a. Determine whether the indirect rate utilized was properly substantiated and approved by DEO. b. Recalculate indirect costs for a month.

Review CareerSource's cost allocations for a month by performing the following:

- a. Determine whether the method of allocation agrees with the approved cost allocation plan.
- b. For cost pool allocations:
  1. Trace expenditure and FTE data to supporting documentation.
  2. Recalculate cost pool allocation base percentages.
  3. Recalculate month-end allocations and trace to the general ledger.
- c. For a sample of distributions:
  1. Trace the distribution base to supporting documentation.
  2. Recalculate distribution percentages.

#### Operating Disbursements

Select a sample of small purchases and employee expense reimbursements to ensure compliance with Federal, State and Local requirements by determining whether:

- a. check data agrees to invoice;
- b. the check contains an authorized signature and endorsement agrees to payee or bank guaranteed lack of endorsement;
- c. the disbursement is supported by proper documentation and approval;
- d. purchasing and travel procedures were followed, and a cost or price analysis was performed, if applicable;
- e. the cost was allowable, reasonable, and necessary;
- f. the cost was properly allocated and classified;
- g. payment traces to general ledger posting; and
- h. prior approval procedures were followed in accordance with DEO guidance, when applicable.

#### Payroll

Select a sample of payroll disbursements and determine whether:

- a. check/direct deposit data agrees to payroll register;
- b. gross pay recalculates and deductions appear reasonable;
- c. leave was properly tracked and approved, and days of leave agrees to the Personnel Activity Reports (PARs);
- d. PARs are properly signed and approved;
- e. pay rate for the employee was authorized;
- f. payroll allocation percentages recalculate and trace to supporting documentation and PARs;
- g. costs are properly allocated and classified; and
- h. costs trace to the general ledger.

#### Financial Report Summary

Select a sample of grants, obtain the Financial Report Summary (FRS) for each grant, and perform the following:

- a. Test the mathematical accuracy.
- b. Trace FRS expenditures to supporting schedules and the general ledger.
- c. Determine whether costs were properly reported among the FRS cost categories.
- d. Determine whether administrative costs were limited to the appropriate guidelines.

#### Cash Draws

Select a cash draw from SERA and determine whether the requests for funds are supported by documentation of the anticipated expenditures.

### Bank Reconciliation

Obtain the operating account bank statement and reconciliation for a month and perform the following:

- a. Interview staff associated with the accounts payable and bank reconciliation processes to obtain an understanding of the current processes and internal controls in place.
- b. Determine whether the bank account was reconciled, reviewed, and approved in a timely manner.
- c. Trace the reconciled balance bank balance to the general ledger.
- d. Test the clerical accuracy of the reconciliation.
- e. Compare the bank balance listed on the reconciliation to the bank statement.
- f. Trace payroll transfers to supporting documentation.
- g. Trace electronic deposits listed on the bank statement to the State of Florida remittance advices.
- h. Trace miscellaneous deposits listed on the bank statement to supporting documentation.
- i. For a sample of cleared checks included with the bank statement, agree the payee and amount to the supporting documentation (invoice).
- j. For the checks listed as cleared on the bank statement, agree the check number and amount to the check register.
- k. For the list of outstanding checks:
  1. trace the check number and amount to the check register; and
  2. select a sample of outstanding checks listed on the reconciliation and agree the payee and amount to the supporting documentation (invoice).
- l. Obtain the check register for the month and account for the sequence of checks by tracing the check number to the bank statement, list of outstanding checks, or examine the voided check.
- m. Inquire about any large or unusual outstanding checks that are outstanding for a period of time.

### Customer-Related Expenditures

Select a sample of customer charges/disbursements for training, training-related and support service costs; obtain the supporting documentation for each disbursement; and determine whether:

- a. check data agrees to supporting documentation;
- b. the check contains the authorized signatures and endorsement agrees to payee, or bank guaranteed lack of endorsement, if applicable;
- c. the disbursement is supported by proper documentation and approval;
- d. the cost is allowable, reasonable, and necessary;
- e. the cost is properly allocated and classified;
- f. the payment traces to the general ledger;
- g. for training and training-related payments, the training vendor appears on the approved training vendor list and the cost was incurred for a demand occupation;
- h. the obligation recorded in the ITA tracking system did not exceed CareerSource's cap; and
- i. the customer is registered in the appropriate State system.

Select a sample of work experience payroll disbursements and determine whether:

- a. gross pay recalculates and deductions appear reasonable;
- b. the pay rate is authorized;
- c. hours paid trace to supporting timesheet;
- d. the timesheet is properly approved;
- e. check register data agrees to payroll register;
- f. the billable rate agrees to the contract rates;
- g. costs are properly allocated and classified;
- h. the amount traces to the general ledger posting;
- i. a properly signed worksite agreement and job description exists, and
- j. the customer is registered in the appropriate State system.

<b>Support Service Cards</b>
Through inquiry of CareerSource staff, obtain an understanding of the current support service debit card loading, issuance and tracking processes utilized.
Select a month for the Global Cash Card Clearing account and perform the following: <ul style="list-style-type: none"> <li>a. Determine whether the bank account was reconciled, reviewed, and approved in a timely manner.</li> <li>b. Trace the balance to the general ledger.</li> <li>c. Vouch deposits to withdrawals per the operating account bank statement.</li> </ul>
Select a sample of card loads from the card load spreadsheet for a month and perform the following: <ul style="list-style-type: none"> <li>a. Vouch the load per the Global Cash Card system for WTP customers to OSST and supporting documentation.</li> <li>b. Vouch the load per the Global Cash Card system for WIOA customers to EF and Gazelle and supporting documentation.</li> </ul>
<b>Employed Worker Training</b>
<b>Payment Request</b>
Select a sample of WIOA Employed Worker Training (EWT) reimbursement requests and perform the following: <ul style="list-style-type: none"> <li>a. Test the mathematical accuracy.</li> <li>b. Determine whether the amount invoiced/reimbursed agrees with the EWT agreement.</li> <li>c. Determine whether appropriate documentation as required by the contract/ agreement was submitted to support payment.</li> <li>d. For the training completers identified, select a sample of customers to determine whether: <ol style="list-style-type: none"> <li>1. the customer was registered in the State system,</li> <li>2. the credential was recorded in the State system upon training completion, and</li> <li>3. the employment wage recorded in the State system at case closure agrees with the information provided by the employer.</li> </ol> </li> <li>e. Trace the payment request to the general ledger.</li> </ul>
<b>On-the Job Training</b>
<b>Payment Request</b>
Select a sample of WIOA On-the-Job (OJT) reimbursement requests and perform the following: <ul style="list-style-type: none"> <li>a. Test the mathematical accuracy.</li> <li>b. Determine whether the amount invoiced/reimbursed agrees with the OJT agreement.</li> <li>c. Determine whether appropriate documentation as required by the contract/agreement was submitted to support payment.</li> <li>d. For the training completers identified, select a sample of customers to determine whether: <ol style="list-style-type: none"> <li>1. the customer was registered in the State system,</li> <li>2. an OJT activity was recorded in the State system, and</li> <li>3. the employment wage recorded in the State system at case closure agrees with the information provided by the employer.</li> </ol> </li> <li>e. Trace the payment request to the general ledger.</li> </ul>

## Programmatic Monitoring

Wagner-Peyser
For a sample of Wagner-Peyser job orders, review the job orders utilizing DEO's monitoring tool to determine whether proper procedures were followed.
For a sample of Wagner-Peyser customers, review a sample of services documented in the State system utilizing DEO's monitoring tool to determine whether proper procedures were followed and the services provided were properly documented.
Reemployment Services and Eligibility Assessment (RESEA)
Select a sample of Reemployment Services and Eligibility Assessment (RESEA) customers and review customer files and the State system for evidence of program documentation in accordance with DEO guidance.
WTP File/System Review
Select a sample of case records for mandatory customers who were active in the Welfare Transition program utilizing information on DEO's monitoring tool to review the State systems and customer files for evidence of compliance.
Review a sample of open transitional cases in OSST utilizing DEO's monitoring tool to determine whether customers were eligible for transitional services provided and cases were properly processed.
Select a sample of Up-Front Diversion and Relocation assistance cases and, utilizing DEO's Welfare Transition monitoring tool, review the State systems and case files to determine whether the cases were properly processed.
Supplemental Nutrition Assistance Program (SNAP)
Select a sample of Supplemental Nutrition Assistance Program customers and review customer files and the State system utilizing DEO's SNAP monitoring tool for evidence of compliance in accordance with the SNAP State Plan and DEO's guidance.
WIOA Adult/DW File/System Review
Select a sample of active WIOA Adult and Dislocated Worker customers served through the One-Stop system, review customer files and the State system for evidence of eligibility and effective file organization and documentation, and complete DEO's Adult/Dislocated Worker monitoring tool.
Select a sample of WIOA Adult and Dislocated Worker customer cases identified as being active in the State system and determine the status of each customer based on documentation recorded in the State system.
Select a sample of WIOA On-the-Job Training customers, obtain the appropriate OJT contracts, and review customer files and the State system for evidence of program eligibility and effective file organization and documentation.
Select a sample of WIOA Employed Worker Training customers, obtain the appropriate EWT contracts, and review customer files and the State system utilizing DEO's monitoring tool for evidence of program eligibility and effective file organization and documentation.
Select a sample of WIOA Internship customers, obtain the employer contracts, and review customer files and the State system utilizing DEO's monitoring tool for evidence of program eligibility and effective file organization and documentation.
WIOA Youth File/System Review
Select a sample of WIOA Youth files, review them for evidence of eligibility and effective file organization and documentation, and complete DEO's Youth monitoring tool.
Select a sample of WIOA Youth Internship customers, obtain the employer contracts, and review customer files and the State system utilizing DEO's monitoring tool for evidence of program eligibility and effective file organization and documentation.

## Subrecipient Monitoring

<b>Subrecipients (if applicable)</b>
<b>Programmatic Review</b>
Select a sample of customer files and review them for evidence of eligibility and file documentation, and complete the applicable DEO Eligibility and Services Review Tool.
Review subrecipient performance against contracted requirements.
<b>Financial Review</b>
Review subrecipient contracts to obtain an understanding of the financial and programmatic requirements.
Select a payment request submitted by each subrecipient and perform the following: a. Test the mathematical accuracy. b. For a sample of payroll disbursements, obtain the supporting detail by employee salary and related benefits to determine whether costs were properly supported, allowable, and properly allocated. c. For a sample of non-personnel disbursements, determine whether the vendor invoice is present and contains the appropriate approval, and costs are properly allocated and classified. d. Determine whether costs are allocated in accordance with contractor's approved cost allocation plan. e. Determine whether indirect costs and profit were properly billed and supported. f. For a sample of customer work experience wages, determine whether gross pay recalculates, hours paid trace to supporting timesheets, timesheets are properly signed and approved, and the customer is enrolled in the State system with the appropriate activity. g. For a sample of customer stipend/incentive/support disbursements, determine whether the customer was registered in the State system with an appropriate activity, and the costs were properly classified and supported by appropriate documentation. h. Determine whether the contractor adhered to the line-item contract budget. i. Determine whether costs are properly reported among the SERA cost categories.
<b>One-Stop Operator</b>
Select a sample of reports and review to determine if they addressed the deliverables outlined in the contract.
Select a sample of MOUs/IFAs and inspect the agreement to determine if all key elements as required by TEGs 16-16 and 16-17 were included in the applicable document.
Determine if the IFA reconciliation process as outlined in the IFA agreement has been completed for all required partners for the program year end.



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

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

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

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

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

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 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.

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

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

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

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:

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

### **IV. ACCESS TO RECORDS**

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 (29 CFR part 3), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR part 5, regarding labor standards for federally assisted construction sub-agreements.

### **VIII. CONSTRUCTION OR RENOVATON OF FACILITIES USING PROGRAM FUNDS**

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

### **IX. AMERICANS WITH DISABILITIES ACT**

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

## **X. EXECUTIVE ORDER 11246**

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

## **XI. CONFLICT OF INTEREST/STANDARDS OF CONDUCT**

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

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

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

## **XIII. ENERGY EFFICIENCY**

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

## **XIV. ENVIRONMENTAL STANDARDS**

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

- a. Institution of quality control measures under the National Environmental Policy Act of 1969 (P.L.91-190) and Executive Order (EO11514);
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood plains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.)
- f. Conformity of Federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U. S. C. 7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P. L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

## **XV. INTEGRITY**

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

## **XVI. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

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.

## **XVII. MODIFICATIONS**

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

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

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

## **XVIII. TERMINATION FOR DEFAULT/CONVENIENCE**

This modified agreement may be terminated as follows:

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

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to 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.

## **XIX. COMPLIANCE WITH TANF**

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

## **XX. RIGHTS TO DATA/COPYRIGHTS AND PATENTS**

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

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

## **XXI. PUBLIC ENTITY CRIMES**

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

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

**XXII. THE PRO-CHILDREN ACT**

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall prohibit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

**XXIII. CONFIDENTIALITY**

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

**XXIX. PROCUREMENT OF RECOVERED MATERIALS**

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

**XXV. DOMESTIC PREFERENCES FOR PROCUREMENTS**

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

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

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

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

Terry Miller, President

\_\_\_\_\_  
Printed Name and Title of Authorized Representative

*Terry Miller*

\_\_\_\_\_  
Signature of Authorized Representative

Taylor Hall Miller Parker, P.A.

\_\_\_\_\_  
Organization/Business Name

7/1/2021

\_\_\_\_\_  
Date

*PTN*