

CONTRACTOR AGREEMENT NO. YTH-EXP-OSTECH2023
BETWEEN
CAREERSOURCE CENTRAL FLORIDA
390 North Orange Ave. Suite 700, Orlando, Florida 32801
AND
The School District of Osceola County, Florida
817 Bill Beck Blvd., Kissimmee, FL 34744

Central Florida Regional Workforce Development Board, Inc., hereinafter referred to as "CareerSource Central Florida," desires to enter into this Contractor Agreement (Agreement") with The School District of Osceola County, Florida o/b/o Osceola Technical College (contractor). 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 February 1, 2023, and shall end on August 20, 2023, subject to the provisions outlined in this Agreement. However, Parties 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 will reprocur for this training service in 2023. CareerSource Central Florida reserves the option 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.

2. RESPONSIBILITIES OF CONTRACTOR AND PAYMENT TERMS.

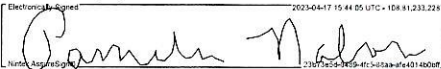
This Agreement is made and entered into by and between CareerSource Central Florida and the School District of Osceola County, Florida for the provision of services, in accordance with Attachment A - Statement of Work, Attachment B - Payment Terms, and Attachment C - Contractor Provisions, Certifications and Assurances and attached hereto and made a part hereof in 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 individuals listed below are of legal authority to sign and execute this Contractor Agreement Between CareerSource Central Florida and the School District of Osceola County, Florida (contractor). Additionally, these individuals confirm that both parties agree to comply with all terms and provisions of this Agreement, including those outlined in the attachments.

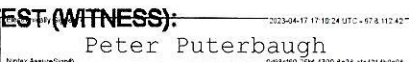
Further, by signing below, both parties acknowledge its sole discretion to terminate this Contractor Agreement without obligation to the other, by providing a written notice of cancellation for the 2023 Summer Youth Program- EXPLORE, no later than April 1, 2023.

Approved by:
Central Florida Regional Workforce Development
Board, d/b/a CareerSource Central Florida

By: 
Print Name: Pamela Nabors

Title: President/CEO

Date: 04/17/2023


ATTEST (WITNESS):
By: 
Print Name: Peter Puterbaugh

Title: Senior Manager of Procurement & Contracts

Approved by:
The School District of Osceola County, Florida


By: 
Dr. Debra P. Pace, Superintendent

Date Approved: 2/7/23

ATTEST (WITNESS):
By: 
Print Name: Tonya Culver

Title: Secretary

PRINCIPAL/DEPT. HEAD SIGNATURE:

By: 

Print Name: Jesse Arnett

Print Title: Exec Director of Post Secondary CTE

Date: 2-3-23

STATEMENT OF WORK

Services to be provided by the Contractor include the following:

- Serve up to thirty-five (35) school enrolled youth, between the ages of 15 and 19
- The Explore program must provide a number of compelling presentations and other resources to examine as many career options as possible. Proposers are asked to provide participants with a broad perspective of career field options, while also demonstrating the educational pathways necessary to achieve these careers. Proposers are expected to feature a minimum of four career clusters/fields, showcasing a variety of jobs through exciting video or other tangible content, workplace tours, and/or networking opportunities with professionals from these industries, as well as ensuring participants leave the program understanding the educational pathways necessary to pursue these careers. Furthermore, each educational institution must share perspectives on the “day-in-the-life” of students, enabling participants to understand how to study for, fund, and otherwise prepare for post-secondary education/training in general.
- Program must provide participants with the following outcomes by the end of their hosted program:
 - Participants can identify a career cluster of further interest to pursue, or explain why they are not interested in any of the career clusters presented to them, and thereafter will work with CSCF counselors to explore additional career clusters
 - Participants understand the time, financial, and other resource commitments required to succeed at the educational institution they visited, and have been exposed to resources most aligned with any challenges or barriers the individual may experience should they choose to pursue that educational institution (i.e. have visited a student learning center if they have learning difficulties; understand how to pursue student grants/loans to fund their tuition if they are unable to prior to entry; etc.)
 - Participants with any questions about a career pathway or educational pathway at the beginning of their Explore program have them answered by the conclusion of the programThese outcomes will be tracked within CSCF’s case management software, CareerEdge (accessible at www.careeredgecf.com/admin). All partners will be provided with at least one log-in per organization and along with training from CSCF, be able to track these outcomes and impact metrics before, during, and after their hosted program.
- This Explore program must provide participants with a number of exposure opportunities of a variety of backgrounds (at least four), as well as introduce post-secondary, exploratory learning opportunities in:
 - 1.) Architecture/Construction,
 - 2.) Hospitality/Human Services,
 - 3.) Business Operations, and
 - 4.) Healthcare
- Provide financial aid/financial literacy information and activities to increase participants’ understanding of ways to pay for education, encourage savings, and limit debt.

- Provide campus tours that expose participants to various departments available and services offered, including but not limited to, student activities and governments, career centers, and student success services.
- Engage faculty, staff, alumni, and/or other community stakeholders who will:
 - Provide leadership, life skills, and team-building activities to participants;
 - Deliver activities that allow participants to practice engaging and communicating with individuals representing different cultures and perspectives;
 - Connect participants to industry and business leaders through business tours, presentations, and guest speakers.
- Include opportunities for participants to engage with current students and share perspectives on "Life After High School"
- Host the program by providing ample, competent staff to deliver the content, while providing a safe, ADA-compliant facility for the entirety of the provided itinerary. The offering will be provided at reasonable hours of the day so that students, especially those under the age of 18, are kept safe and at the busiest populated hours of the day. This particular Explore program will be provided as follows:
 - The location(s) determined adequate for this program is/are:
501 Simpson Rd, Kissimmee, FL 34744
 - The offerings will be hosted in the following term(s):
Summer A Only (Contractor begins hosting the program June 5th, 2023 and end the program by June 30th, 2023
 - Each themed offering will be provided once in the schedule provided above
 - If a location is not established by the time of this agreement being executed, a location must be established by April 26, 2023 so CSCF can advertise this location as soon as possible to participants.
- This Explore's draft itinerary must be provided to CSCF staff by March 6, 2023 and the final itinerary, especially providing any tours and/or off-main site trips with student participants, must be provided to CSCF no later than April 14. Contractor is expected to collaborate with CSCF staff on the development of their programming and alert CSCF to any programmatic needs requiring collaboration by March 24, 2023.
- Collaborate with CSCF to co-develop content for, as well as determine environments to conduct, the Workforce Readiness Academy with the capacity to utilize these environments and implement this program during June 2023.
- Complete CSCF's Weekly Performance Survey, which rates performance of each student and submit to the designated CSCF Career Consultant and within Career Edge, CSCF's case management software, on a weekly basis. **NOTE: A link containing the Weekly Performance Survey will be provided prior to start of the program, as well as a training will be provided.** Students will need to achieve an 80% in satisfactory performance on the survey. More details will be provided in a mandatory CareerEdge software virtual training CSCF will provide to all programmatic partners on April 4, 2023 from 1 – 2:30PM.

- Ensure all participants complete CSCF's Student Survey during the last week of the courses. The goal is to have 80% of the students indicating that they will consider continuing their education at a post-secondary educational institution or seek employment within the targeted industries. **NOTE: A link containing the Student Survey will be provided prior to the start of the program.** April 4's training will also cover the survey and expectations.
- Provide an After-Action Report at the conclusion of the program that is no more than 3 pages and is comprised of the following content:
 - Summary table of attendance/performance data for all participants (data may be pulled from CareerEdge)
 - Brief summary of what parts of the program were successful as well as any challenges and/or change recommendations for future efforts
 - Anecdotes and/or success stories from individual participants derived from the program
 - Data on any enrollments or documented interest in becoming students of the Contractor's institution
 - Summary of pre-program questions documented from participants
 - Recommendations for how CSCF can partner with the Contractor on future Summer Youth Program offerings and/or other career exploration partnership opportunities outside of the SYP
- Commit to at least 2 check-in conferences with CSCF staff during the offering to provide on-going feedback on student participants as well as overall operational matters, as well as commit to at least one post-offering review conference to review the report with CSCF to commence no later than August 10, 2023.
- Be a communicative partner, ensuring participants are provided up-to-date and clear information on the hosted offering, as well as keeping CSCF abreast of any issues or challenges – major and minor – ensuring a smooth experience for the participant.
- Provide mutual outreach/marketing and public relations support for the Summer Youth program. These include:
 - Placing CareerSource Central Florida's logo or name on partner's website with a link to the Summer Youth Program landing page (<https://www.careersourcecentralflorida.com/career-seekers/young-adults/summer-youth-program/>)
 - Mentioning CareerSource Central Florida by name in any partner outreach/promotional efforts for Summer Youth Program and must use this link: <https://www.careersourcecentralflorida.com/career-seekers/young-adults/summer-youth-program/>
 - Reviewing all Summer Youth Program materials not developed by CareerSource Central Florida with CSCF staff and obtaining approval to post/share prior to releasing. Written approval must be obtained by CSCF's Associate Manager of Marketing prior to releasing - Contact info: Crystal Lee, Associate Manager of Marketing, at clee@careersourcecf.com
 - Posting at least 4 social media cross-promotions any time during program's season, from applicant enrollment to program close (January through early August) on any of the following social media channels: Facebook - @CareerSourceCF, <https://www.facebook.com/CareerSourceCF/>; Twitter - @CareerSourceCF, <https://twitter.com/CareerSourceCF>; LinkedIn - @CareerSource Central

Florida, <https://www.linkedin.com/company/CareerSourceCF/>; Instagram - @CareerSourceCFL, <https://www.instagram.com/careersourcecfl/>

- Issuance of a Certificate of Completion to each student who successfully completes the program on CareerEdge e-portfolio of each student
- Provide lunch to participants daily for the duration of the program

Services to be provided by CareerSource Central Florida (CSCF) include the following:

- Provide administrative oversight and case management services to recruit and provide mentorship to up to thirty-five (35) participants.
- Implement aggressive marketing and public relations campaigns before, during, and after the program to continuously recruit both participants and funding partners for the current and future years.
- Implement the Workforce Readiness Academy, which onboards participants with required payment modalities, necessary CSCF tools/software, and other engagement resources to succeed throughout the Program. The Workforce Readiness Academy aims to assist young adults, ages 15 to 19, in learning about career opportunities within CSCF's high-growth industries while also instilling vital workplace readiness essentials.
- Provide a list of participants assigned to each offering and/or specific terms/cohorts by April 10, 2023. CSCF will also be responsible for managing a wait list, ensuring near maximum capacity for each offering, and the quick onboarding of those individuals, providing this updated list at least 5 business days ahead of the offering launching.
- Provide oversight of student success on a weekly performance basis while ensuring student participant is compensated for their weekly performance
- Provide any training for contractor on the use of Career Edge or other case management processes necessary to document participant's engagement with the program
- Render payment of total program costs, as outlined in **ATTACHMENT B – PAYMENT TERMS**.

BUDGET/COST EXPECTATIONS:

2023 Explore OFFERING	
Fixed Cost Per Class*	\$39,177.00
Per Youth Cost	\$1,120
Number of Classes to be Offered	1
Class Length (4 weeks)	4 days/pw, 4 weeks, 24 hours/week
Total Maximum Participants Allowed in Program	35 students

*Cost per class is a flat rate.

****End of ATTACHMENT A – STATEMENT OF WORK****

ATTACHMENT B**PAYMENT TERMS**

Contractor shall invoice CSCF, in accordance with PAYMENT TERMS outlined within this Attachment. Per this Agreement, total costs for Contractor's participation in CSCF's 2023 Youth Explore Program will not exceed <\$XXXX>. Business-related travel expenditures, including mileage, hotel accommodations, food, and beverages are not reimbursable under this Contract, regardless of purpose.

CSCF will render payment of the Contractor's total Cost per Class for the programs outlined in **ATTACHMENT A – STATEMENT OF WORK**. 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.

Payments will be split into two increments as follows:

Deliverables and Terms	Payment Due from CSCF
50% at the start of the 2023 Youth Explore Program. Invoice will be due from Contractor by June 6, 2023.	\$19,588.50
50% at the completion of the 2023 Youth Explore Program. Invoice will be due from Contractor by August 10, 2023.	\$19,588.50
TOTAL PAYMENTS TO CONTRACTOR	\$39,177.00

NOTE: Neither CareerSource Central Florida or The School District of Osceola County, Florida shall be held liable for any delay or failure to perform under this Agreement, resulting directly or indirectly from acts of God, pandemics, or circumstances beyond each party's reasonable control. If Summer Youth Program elements must be cancelled because of an act of God (i.e. hurricane threat), Contractor must alert CSCF at least twelve hours notice of any programmatic cancellation to allow CSCF staff the time to properly communicate any closures/cancellation of program to participants.

****End of ATTACHMENT B – PAYMENT TERMS****



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

X. EXECUTIVE ORDER 11246

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

XI. CONFLICT OF INTEREST/STANDARDS OF CONDUCT

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

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

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

XIII. ENERGY EFFICIENCY

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

XIV. ENVIRONMENTAL STANDARDS

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

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

XV. INTEGRITY

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

XVI. PUBLIC ANNOUNCEMENTS AND ADVERTISING

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

amount of Federal funds for the project or program (3) Percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

XVII. MODIFICATIONS

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

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

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

XVIII. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

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

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

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

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

XIX. COMPLIANCE WITH TANF

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

XX. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

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

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

XXI. PUBLIC ENTITY CRIMES

Contractor shall comply with Section 287.133(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

XXII. THE PRO-CHILDREN ACT

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, 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.

XXX. 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.

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

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

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

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

XXVIII. E-VERIFY

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E-[Verify.gov](https://www.dhs.gov/e-verify)), 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.

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

Debra P. Pace / Superintendent

Printed Name and Title of Authorized Representative

Debra P. Pace

Signature of Authorized Representative

Osceola County School District

Organization/Business Name

ADDITIONAL TERMS AND CONDITIONS

1. **Insurance.** CareerSource Central Florida will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A-" or better and a financial size category of "VI" or higher according to the A. M. Best Company: (a) general liability (b) automobile, and when applicable, (c) workers' compensation in the minimum amounts required by the Risk Management Department and Purchasing Department of the School District of Osceola County, Florida. The School Board shall be named as an additional insured on the following policies as applicable, and may reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient. CareerSource Central Florida will provide at least thirty (30) days' notice prior to any material changes in the provisions or cancellations of the policy.
 - a) **Commercial General Liability.** Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, fire damage (minimum \$100,000) for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per general aggregate. This policy will include the District as an additional insured.
 - b) **Automobile Liability Insurance.** The automobile liability insurance coverage shall include coverage for business automobile liability with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury, and \$1,000,000.00 per accident property damage. Coverage must include all owned, non-owned and hired vehicles. The policy will include the District as an additional insured.
 - c) **Workers' Compensation Insurance.** The workers' compensation insurance will be maintained as required by applicable Florida law.
2. **Public Records Act/Chapter 119 Requirements.** CareerSource Central Florida agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable.
3. **Indemnity and Hold Harmless.** CareerSource Central Florida will indemnify and hold harmless the School Board, its officers, agents and employees from and against any and all claims, demands, suits, judgments, damages to person or property, injuries, losses, expenses or liabilities of any nature whatsoever (including attorneys' fees and costs at the trial, appellate and administrative levels), arising directly or indirectly from or out of any negligent act or omission of CareerSource Central Florida, its officers, agents, employees and representatives; any failure of CareerSource Central Florida to perform its services under this agreement in accordance with generally-accepted professional standards; any breach by CareerSource Central Florida of its obligations and duties to perform under this agreement; any breach by CareerSource Central Florida of its representations made in this agreement; and the failure of any good, product, or service furnished by CareerSource Central Florida under this agreement. This indemnity shall not be deemed to include matter which may be caused by or result solely from a negligent act or omission of the School Board. Nothing in this agreement shall be interpreted or construed as an agreement on the part of the School Board to indemnify or hold harmless any party, including, but not limited to CareerSource Central Florida.
4. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. Nothing in this Agreement is intended to be, nor shall be construed as, an extension of liability beyond the statutory limitations of liability set forth in section 768.28, Florida Statutes.


5. **Governing Law and Venue.** This Agreement, and all extensions, renewals, amendments, supplements, and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of Florida. Except for a suit in Federal court, venue for all suits to enforce this Agreement shall be in Osceola County, Florida. Any legal disputes, proceedings, or actions arising out of or in connection with this Agreement shall be brought in the Circuit Courts of Osceola County, Florida, or, if appropriate, the United States District Court for the Middle District of Florida, Orlando Division.
6. **Required Instruction.** In an effort to assure compliance with Florida Law, the Vendor hereby agrees that the services provided under this Agreement will not include the teaching and/or training of content either in writing, verbally, or electronically that violates Florida Statute 1003.42(2) and Florida State Department of Education Rule 6A 1.094124. The teaching of and/or training of said content to teachers and/or students is prohibited, and any violation of the Statute or Rule shall be grounds for immediate termination of the Agreement between the Parties.

****End of ATTACHMENT D – ADDITIONAL TERMS AND CONDITIONS****

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

Pamela Nabors - President/CEO

Printed Name and Title of Authorized Representative

Electronically Signed: 2023-04-17 15:44:25 UTC - 108.91.233.225

Notary Assure Sign® 521661fa000343204826049431400036

Signature of Authorized Representative

CareerSource Central Florida

Organization/Business Name

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