

VENDOR CONTRACT NO. 2023 - 2024

BETWEEN

CAREERSOURCE NORTH CENTRAL FLORIDA

AND

TAYLOR HALL MILLER PARKER, P.A.

FOR

PROGRAM AND FISCAL MONITORING SERVICES

THIS IS NOT AN AGREEMENT FOR RESEARCH AND DEVELOPMENT

UEI#	596000501	
FEDERAL AWARD IDENTIFICATION (FAIN)#	AA-38523-22A-12	
TOTAL FEDERAL AWARD	\$3,286,368.00	
FEDERAL AWARDDING AGENCY	USDOL, USHHS	
ALN (Formerly CFDA) #	TANF	93.558
	WIOA Adult	17.258
	WIOA DW	17.278
	SNAP	17.207
	WP	10.561
	LVER	17.801
	UC	17.225
PASS THROUGH AGENCY	FL Department of Commerce	
CONTRACT OFFICER	Phyllis Marty	
CONTACT INFORMATION	pmarty@careersourcencfl.com 1112 North Main Street, Gainesville, FL 32601 352-681-3320	

Pursuant to the Steven's Amendment

Consolidated Appropriations Act of 2018, Pub. L No. 115- 141, 132 Stat. 348, div. H, Title V, Sec. 505 (Mar. 23, 2018)

1. The percentage of the total costs of the program or project which will be financed with Federal money is 100 percent.
2. The dollar amount of Federal funds for the project or program is \$50,000
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources is 0 percent

CONTRACT NO. 2023 –2024 Vendor -THMP2324

BETWEEN

CAREERSOURCE NORTH CENTRAL FLORIDA

AND

TAYLOR HALL MILLER PARKER, P.A.

THIS CONTRACT, 2023 –2024 Vendor –THMP2324 is entered into on 1st day of November , 2023 by and between CareerSource North Central Florida (hereinafter CSNCFL), the administrative entity and fiscal agent for the Dual County Workforce Development Council of Alachua and Bradford Counties (hereinafter DCWDC) and the North Central Florida Workforce Development Board, (hereinafter NCFWDB) having its principal office at 1112 North Main Street, Gainesville, FL 32601 and Taylor Hall Miller Parker, P.A. (hereinafter Contractor) existing under and by virtue of the laws of the State of Florida as a Professional Association, having its principal office at 225 E. Robinson Street, Ste. 455, Orlando, FL 32801.

WHEREAS, CSNCFL has entered into a Contract with the Governor of the State of Florida for grants to implement workforce development programs and serve as the grant recipient and administrative entity; AND

WHEREAS, the elected officials comprising the DCWDC, and the NCFWDB, wish to engage Contractor to provide for program and fiscal monitoring in accordance with the requirements of the Workforce Innovation and Opportunity Act; AND

WHEREAS, CSNCFL has entered into an agreement with the Governor of the State of Florida for grants for the execution and implementation of programs for economically disadvantaged individuals, adults, and dislocated workers; and

WHEREAS, CSNCFL issued a Request for Quotes for Monitoring Services in 2023; and

WHEREAS, Contractor submitted a response to the Request for Quotes and was selected by the CSNCFL governing boards to conduct program and fiscal monitoring of CSNCFL and its service providers; and

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

ARTICLE 1

PURPOSE

1.1 The purpose of this contract is:

- 1.1.1 To assure compliance with 20 CFR §683.410, 2 CFR 200.327, 200.328, 200.330, 200.331, and 2 CFR part 2900, which requires each sub-recipient of funds under title I of WIOA and under the Wagner-Peyser Act to conduct regular oversight and monitoring of its WIOA and Wagner-Peyser Act program(s) and those of its sub-recipients and contractors in order to assure compliance with the provisions of WIOA and the WIOA regulations and other applicable workforce program laws and regulations.
- 1.1.2 To assure compliance with the requirements of the one-stop partner funding streams and discretionary grant funding streams awarded by Florida Commerce and the US Department of Labor.
- 1.1.3 To assure compliance with the requirements of the Temporary Assistance to Needy Families as implemented in Florida in accordance with the Welfare Transition Program guidelines.

ARTICLE 2

DEFINITIONS

2.1 ALN FORMERLY CFDA NUMBER

Assistance Listing Number. The number assigned to a Federal program in the Catalog of Federal Domestic Assistance (CFDA). The CSNCFL ALN/CFDA numbers are contained in the CSNCFL ledgers.

2.2 MONITORING REPORT

The report prepared by Contractor which identifies CSNCFL and CSNCFL sub-recipients and contractors' compliance with grant program requirements as described in the Office of Management and Budget's Uniform Guidance as applicable, State guidelines, federal grant requirements, statutes, regulations State and federal policy guidance.

2.3 CONTRACTOR

Taylor Hall Miller Parker, P.A.

2.4 CAREERSOURCE NORTH CENTRAL FLORIDA

The Administrative Entity, Grant Recipient and Fiscal Agent for the DCWDC and the NCFWDB also referred to as CSNCFL.

2.5 FEDERAL AWARD

Means federal financial assistance and federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts under grants or contracts, used to buy goods or services from vendors. Any audits of such vendors shall be covered by the terms and conditions of those contracts. Contracts to operate Federal Government owned, contractor operated facilities (GOCOs) are excluded from the requirements of this part.

2.6 FISCAL YEAR

The CSNCFL fiscal year is October 1 – September 30.

2.7 FLORIDA COMMERCE

Formerly the State of Florida Department of Economic Opportunity

2.8 PROGRAM YEAR

This is the twelve (12) month period encompassing the award of CSNCFL's workforce formula grants and begins July 1 and ends June 30.

2.9 SUB-RECIPIENT

A non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A sub-recipient may also be a recipient of other federal awards directly from a federal awarding agency. CSNCFL is a sub-recipient and it enters into agreements with other sub-recipients for the delivery of services under its grants.

2.10 UEI

Unique Entity ID

ARTICLE 3

TERM

- 3.1 This Contract shall commence on the date that it is fully executed by both parties and shall terminate on September 30, 2024. This Contract may be renewed by the CSNCFL governing boards for four (4) additional one (1) year periods

October 1, 2024 – September 30, 2025

October 1, 2025 – September 30, 2026 ,

October 1, 2026 – September 30, 2027

October 1, 2027 – September 30, 2028

The period to be monitored under this Contract shall begin on July 1, 2023 and shall end on June 30, 2024. The renewal periods shall cover program operations and expenditures for the CSNCFL program years:

July 1, 2024 – June 30, 2025

July 1, 2025 – June 30, 2026

July 1, 2026 – June 30, 2027

July 1, 2027 – June 30, 2028

ARTICLE 4

SCOPE OF SERVICES

4.1 SCOPE OF SERVICES

- 4.1.1 In reviewing CSNCFL records, and files, contractor shall assure that their review encompasses appropriate testing of the following funding streams:

- a. Workforce Innovation and Opportunity Act, Title I, Youth, Dislocated Worker and Adult Programs
- b. Wagner-Peyser
- c. Trade Adjustment Assistance/Rapid Response
- d. Special Projects and Local Contracts
- e. Supplemental Nutrition Assistance Program
- f. Welfare Transition Program (WTF)
- g. Re-Employment Services and Eligibility Assessment Program

h. Unemployment Compensation

i. JSVG - Disabled Veterans Programs and Local Veterans Employment and Training Programs

j. Any National Emergency Grants awarded

k. Discretionary grants as may be awarded to CSNCFL during the course of the program year(s).

4.1.2 Contractor shall monitor CSNCFL and its service providers. Contractor shall perform a performance review consisting of agreed upon procedures of CSNCFL and their Service Providers. CSNCFL service providers and contractors are listed on Attachment 1.

a. Each year this contract is in effect Contractor shall request a list of the CSNCFL service providers and contractors, for purposes of including the service providers and contractors in their monitoring and testing.

b. A review of each service provider shall be included at least once each year in a monitoring visit.

c. Prior to each monitoring visit Contractor shall coordinate with CSNCFL Quality Assurance regarding any new service provider contracts entered into since their last visit.

d. Monitoring of CSNCFL will incorporate a review of program management, financial accounting and reporting and automated data systems of CSNCFL including service providers' program data entry.

4.2 THE MONITORING PROTOCOL

4.2.1 Contractor understands that the purpose of the monitoring is to identify areas of weakness so that they can quickly be addressed. Contractor shall provide recommendations to assist CSNCFL and its providers in correcting concerns identified during their review.

4.2.2 Contractor shall be responsible for the development of the monitoring protocol based upon the items to be reviewed. CSNCFL shall have the right to review the tool and upon mutual agreement between CSNCFL and Contractor to amend the protocol. The protocol shall not be considered proprietary.

4.2.3 The monitoring tool developed by Contractor shall be reviewed and updated annually.

- i. The monitoring protocol to be developed and/or updated shall be based upon and incorporate the Florida Commerce Program Monitoring Tools which are updated annually and can be accessed at the Florida Commerce website as well as program and fiscal related items found in any of the CSNCFL monitoring tools being used by CSNCFL Quality Assurance Staff.
- ii. A component of the monitoring protocol shall be a review of previous findings identified during the subsequent monitoring visit and a determination of whether corrective action was taken with respect to the findings identified in the previous report including a review of the documents used to correct any finding.
- iii. The monitoring tool shall incorporate those items tested during the annual audit as it relates to the programs being delivered by CSNCFL.
- iv. The monitoring shall incorporate those items found in the USDOL Core Monitoring Guide which are not included in the Florida Commerce Program Monitoring Tool. The USDOL Core Monitoring Guide can be found at:

[https://www.dol.gov/sites/dolgov/files/ETA/grants/pdfs/2%20CMG%20CoreMonitoringGuide_FINAL_20180816\(R\).pdf](https://www.dol.gov/sites/dolgov/files/ETA/grants/pdfs/2%20CMG%20CoreMonitoringGuide_FINAL_20180816(R).pdf)

- v. The monitoring tool shall include the items listed on Attachment 2 in addition to the items identified in paragraphs a, b, c, and d above.
- vi. Upon request Contractor agrees to provide CSNCFL and their protocol and proposed testing sample amounts/numbers.

4.3 CONDUCT OF THE MONITORING

4.3.1 Contractor shall be provided with hard copies and/or "read only" access to the CSNCFL data systems, and such other electronic access to CSNCFL systems and documents as may be necessary for proposer to conduct the monitoring services described. CSNCFL shall also provide Contractor with electronic access to service provider Contracts and modifications.

4.3.2 Prior to each monitoring visit Contractor shall:

- a. Inform CSNCFL of the documents, books and records and the provider sites to be monitored.
- b. Review and familiarize themselves with the Florida Commerce communiques, guidelines and procedural instructions which can be found on the State of Florida Commerce website.

- c. Assure that staff assigned to monitor CSNCFL is knowledgeable with respect to regulations and cost principles outlined in the Uniform Guidance applicable to CSNCFL's grants.
- d. Assure that staff assigned to monitor CSNCFL is knowledgeable with respect to the federal legislation governing the grants, which are administered by CSNCFL and, which are the subject of the monitoring reviews.
- e. Identify themselves to the CSNCFL designee who shall assist in coordinating visits and making sure all requested records are made available.

4.3.3 Requests for Documents

During the course of the monitoring, Contractor shall make all requests for program, program related financial records and documents in writing, which can be via e-mail, to the CSNCFL Chief Financial Officer in order that CSNCFL can maintain a record of all documents and books examined.

4.3.4 Findings

- a. Prior to the Contractor formally questioning a cost, Contractor shall notify the CSNCFL Chief Executive Officer immediately upon their determination, that a cost may be questioned in the Monitoring Report.
- b. In the event of findings or observations documentation as appropriate substantiating the finding or observation shall be provided to CSNCFL by Contractor so that the finding or observation can be resolved. If the documentation is not provided during the monitoring visit or the Exit Conference, Contractor shall append the supporting documents to the monitoring report as applicable:

4.3.5 Following each monitoring visit Contractor shall conduct an exit conference detailing their findings.

- a. In the event of findings or observations documentation as appropriate substantiating the finding or observation shall be provided to CSNCFL by Contractor so that the finding or observation can be resolved. If the documentation is not provided during the monitoring visit or the Exit Conference, Contractor shall append the supporting documents to the monitoring report as applicable.

4.3.6 Time for Submission of The Report

Contractor shall submit a draft report to CSNCFL within thirty (30) days of their visit followed by a final report within sixty (60) days of their visit.

4.3.7 The Report

- a. Their final report shall include a chart which identifies the finding or observation in a matrix organized as depicted below:

Program/Fiscal Area	Finding	Recommendation	Agree/disagree Must provide rationale and documentation	Resolution Corrective Action Attach Documentation
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- b. Contractor shall furnish CSNCFL with one (1) hard copy of their program monitoring report, 1 electronic MS Word copy and one electronic PDF copy. The draft report shall be forwarded in MS Word format. Contractor agrees to review the report format with CSNCFL upon CSNCFL's request and make such changes to the organization of the report as may be requested.
- c. Upon notice and request Contractor agrees to be available to present their report at an Audit Committee meeting and/or governing boards' meeting.

4.4 MONITORING VISIT SCHEDULE

- 4.4.1 The monitoring schedule for this contract period shall be as follows:

- a. **Program Visit #1 – Week of January 22–25, 2024**
b. **Fiscal Visit #1 – Week of: February 12–15, 2024**

- 4.4.2 The date(s) of the visits may be modified to meet the convenience of the parties.
- 4.4.3 The number of monitoring visits may be increased and the schedule altered accordingly at any time during the program year or during future Contract renewal periods, at which time the fee to be paid shall be negotiated to reflect the additional monitoring to be performed.
- 4.4.4 Mutually agreed upon dates for performing the agreed upon procedures for each Contract renewal period will be coordinated with CSNCFL staff at the end of the CSNCFL fiscal year each year that the contract is in effect.

ARTICLE 5

WORK PAPERS

5.1 RECORD RETENTION

5.1.1 Contractor shall make its work papers, records and other documents relating to the monitoring to be conducted under this Contract available for inspection, and shall provide copies of the work papers as may be requested by CSNCFL, the State, HHS or the U.S. DOL at no cost to CSNCFL for a period of seven (7) years after completion of any work provided for herein. Work papers may be in an electronic format. Any records determined by CSNCFL to be public records under Florida law shall be made available to CSNCFL, the State, HHS, the U.S. DOL, and successor CPA firms, and to the general public upon request. Any copying done shall be at the expense of the copying party, except for copies made available to CSNCFL.

5.1.2 Section 5.1.1, notwithstanding, Contractor agrees that none of the work papers or other information relating to CSNCFL or its sub-recipients will be available for inspection or examination by anyone other than CSNCFL prior to the release of the monitoring report and its acceptance by CSNCFL. Contractor shall not publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in Contractor's possession, to those employees on Contractor's staff and CSNCFL or sub-recipient staff who must have the information on a need-to-know basis. Contractor shall notify CSNCFL in writing immediately in the event Contractor has a reason to suspect or determines that this section has been breached.

5.2 PUBLIC RECORDS

All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AND THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR ALACHUA COUNTY AT clerk@alachuaclerk.org, 201 E. University Avenue, Gainesville, FL 32601

ARTICLE 6
COMPENSATION

6.1 MONITORING FEE

- 6.1.1 Contractor shall be paid Twenty-five Thousand Dollars (\$25,000.00) for each of one program monitoring visit and one fiscal monitoring visit, between October 1, 2023, and September 30, 2024 for a total amount of Fifty Thousand Dollars (\$50,000) a year.
- 6.1.2 Each payment shall be divided into two (2) equal payments of Twelve Thousand Five Hundred Dollars (\$12,500.00).
- 6.1.3 The first payment of Twelve Thousand Five Hundred Dollars (\$12,500.00), shall be paid to Contractor upon the completion of their fieldwork and submission of any substantiating documentation related to any findings reported for the visit.
- 6.1.4 The second payment shall be paid upon submission of the final monitoring report for that visit.
- 6.1.5 CSNCFL shall pay Contractor within thirty (30) days following the receipt of Contractor's invoice.
- 6.1.6 Contractor shall comply with the timelines established in this Contract for submission of the draft and final reports for each monitoring visit.
- 6.1.7 Contractor shall submit their final invoice to CSNCFL no later than 60 days after the Contract ends or is terminated. If Contractor fails to do so, all rights to payment are forfeited and CSNCFL will not honor any requests submitted after the aforesaid time-period. Any payment due under the terms of this Contract may be withheld at any time until all reports due from the Contractor and necessary adjustments thereto have been approved by CSNCFL.
- 6.1.8 Pursuant to Section 7.1, from time to time CSNCFL may request additional services from Contractor. Any additional work not contemplated in connection with the work to be performed under this Amendment and requested by CSNCFL shall be done at the hourly rate as follows, or as may be negotiated by the parties which shall be agreed to in writing in accordance with Article 7 Section 7.1.

Item	Hourly Rate
Partner	\$160
Staff	\$115

6.2 FEE FOR SUBSEQUENT PERIODS

The maximum fee and hourly fees for subsequent periods covered under this Contract shall be negotiated ninety (90) days prior to the start of the audit.

6.3 RECORD KEEPING

Contractor agrees to keep such records and accounts, as may be necessary in order to record complete and correct entries as to personnel hours charged and any expenses for which Contractor expects to be reimbursed. Such books and records will be available at all reasonable times for examination by CSNCFL.

6.4 NO ADDITIONAL COMPENSATION FOR EXPENSES

The Contractor shall not be reimbursed for any travel, per diem, photo copying, telephone bills, or related expenses unless incurred at the specific request of CSNCFL. Contractor shall be provided a workspace at CSNCFL during the conduct of the audit and may use CSNCFL copying machines and faxes or such other equipment in the CSNCFL offices to assist in the facilitation of the Contractors' work.

ARTICLE 7

GENERAL

7.1 EXTRA WORK REQUESTED BY CSNCFL

7.1.1 Contractor, upon receipt of a written request from CSNCFL, shall perform the efficiency and economy of operations, systems of internal control, operating and management procedures and effectiveness in achieving program results as well as examinations of the books, records, and files of CSNCFL contractors, which work is not encompassed as a part of the CSNCFL monitoring engagement.

7.1.2 The purchase of specialized services shall require submission of a written quote by the Contractor for approval by CSNCFL. Such extra work for specialized services shall be computed and billed as negotiated between the parties.

7.2 COMPLIANCE WITH FEDERAL GRANT REQUIREMENTS

Contractor assures, warrants, covenants, and agrees that in the performance of its duties and obligations pursuant to this Contract, Contractor is and will be in full and complete compliance with all applicable regulations promulgated by the oversight authority for the grants and fund sources administered by CSNCFL and all other applicable laws, government regulations and guides governing said performance.

7.3 DISCLOSURE OF FINANCIAL INTERESTS

Contractor warrants that no member of, or delegate to the Congress of the United States, or CSNCFL official, employee, or governing board member shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

7.3.1 Contractor also warrants that neither their firm nor any partner or principal has employed any person or solicited or secured this Contract through any Contract for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give CSNCFL the right to terminate this Contract.

7.3.2 The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with CSNCFL has any personal or financial interest, direct or indirect in this Contract, and that no person having any conflicting interest shall be employed. Any interest on the part of the Contractor or its employees must be disclosed to CSNCFL. This

paragraph shall not be construed so as to unreasonably impede the statutory requirement that maximum opportunity be provide for employment and/or participation by residents of the area.

7.4 AMENDMENTS TO THIS CONTRACT

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

7.4.2 CSNCFL may, before or during the conduct of the monitoring services, request changes in the scope of services to be performed under this contract. Such changes, shall be incorporated by written amendments to this Contract.

7.5 INDEMNIFICATION

Contractor shall at all times hereafter indemnify, hold harmless and, at CSNCFL's option, defend or pay for an attorney to defend CSNCFL, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by CSNCFL, its governing boards or staff. The provisions of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by CSNCFL any sums due Contractor under this Contract may be retained by CSNCFL until all of CSNCFL's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CSNCFL.

No payment by CSNCFL to Contractor shall be construed as a waiver by CSNCFL or any breach or default of Contractor in the performance of any condition of this Contract or Amendment hereto; nor shall such payment impair or prejudice any right of CSNCFL with respect to such breach or default; nor shall any assent by CSNCFL expressed or implied, to such breach or default, by construed as assent to any succeeding breach or default.

7.6 INSURANCE

7.6.1 Contractor shall provide, pay for, and maintain in force, at all times during the services to be performed, such insurance, including Workers' Compensation insurance, Professional Liability Insurance, Comprehensive Liability and Business Auto Liability Insurance as appropriate. Contractor shall disclose the limits of their insurance to CSNCFL in writing and CSNCFL shall determine that the limits are acceptable.

7.6.2 Contract shall add CSNCFL as an additional insured to their policies upon CSNCFL request.

7.7 NOTICE

All notices required to be given to CSNCFL under this Contract shall be sufficient when handed delivered or mailed to CSNCFL at its office at 1112 Main Street, Gainesville, FL 32601.

All notices required to be given to Contractor under this Contract shall be sufficient when hand delivered or mailed to the Contractor at its office located at Taylor Hall Miller Parker, P.A. 225 E. Robinson Street, Ste. 455, Orlando, FL 32801

7.8 AUTHORIZED REPRESENTATIVE FOR CSNCFL

CSNCFL's authorized representative shall be the CSNCFL Chief Executive Officer, who is empowered to accept, approve, or reject the services furnished by the Contractor pursuant to this Contract.

7.9 ASSIGNMENT AND/OR SUBCONTRACTING

Contractor shall not subcontract, assign, or transfer any of its interest or duties or obligations under this Contract except those claims for monies due or to become due from CSNCFL under the Contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this Contract shall inure to the benefit of the surviving or remaining members of such partnership.

7.10 COMPLIANCE WITH FEDERAL LAWS

7.10.1 To the extent this contract is funded with federal funds in excess of one hundred thousand dollars (\$100,000.00) Contractor shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended.

(Pub. L. 94-163, 89 Stat. 871) [53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995]

- 7.10.2 Contractor certifies that it is compliant with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.
- 7.10.3 Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with: 45 CFR Part 74 and/or 45 CFR Part 92 and/or 220 CFR Part 600 et. seq., and all other applicable federal regulations.
- 7.10.4 Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- 7.10.5 Contractor shall comply with Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 7.10.6 Contractor shall comply with Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in educational programs.
- 7.10.7 Contractor shall comply with the Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 7.10.8 Contractor shall comply with Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.
- 7.10.9 Contractor shall comply with Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I – financially assisted program or activity.
- 7.10.10 Contractor shall comply with The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- 7.10.11 Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7).

- 7.10.12 Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-Contracts.
- 7.10.13 Equal Employment Opportunity. Contractor agrees that it shall comply with Exec. Order No. 11246, Equal Employment Opportunity, as amended by Exec. Order No. 11375, and as supplemented in Department of Labor regulation 41 C.F. R., pt. 60, if applicable.
- 7.10.14 Non-Discrimination and Harassment-Free Workplace. Contractor shall not discriminate against any employee employed in the performance of a Contract, or against any applicant for employment because of race, creed, color, handicap, national origin, marital status, or sex. The Contract shall provide a harassment-free workplace and give any allegations of harassment priority attention and action by management. The Contractor agrees to insert a similar provision in all subcontracts that will meet the requirements as set forth in Public Law 105-220, section 188.
- 7.10.15 Unauthorized Aliens. Contractor agrees not to employ unauthorized aliens. CSNCFL shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigrations and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Contract by CSNCFL. Contractor shall obtain affidavits from its subcontractors swearing and affirming that they do not employ, contract with, or subcontract with an unauthorized alien, Contractor shall maintain a copy of subcontractor affidavits.
- 7.10.16 Debarment and Suspension. Contractor certifies that they are not presently nor within the three (3) year period preceding the effective date of this Contract, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. When applicable, as required by the regulation implementing Executive Order No. 12549, Debarment and Suspension 29 CFR 98.
- 7.10.17 Pro-Children Act. Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S. C. 6083.
- 7.10.18 Domestic Preferences for Procurements

As applicable Contractor shall comply with 2 CFR§ 200.322 Domestic preferences for procurement.

7.10.19 Procurement of Recovered Materials

As applicable Contractor shall comply with 2 CFR§ 200.323 Procurement of recovered materials.

7.11 LOBBYING AND RELATED PARTIES

711.1 Lobbying. Contractor shall complete the Lobbying Certification Form and Disclosure of Lobbying Activities Form, Standard Form-LLL.

711.2 Contractor attests that he has not employed any person to solicit or secure this Contract through any Contract for a commission, percentage, brokerage, or contingent fee. Contractor agrees and understands that no officer, employee, or agent of the Contractor shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential sub-contractor or employer or from any staff person or elected official connected with CSNCFL or its governing boards. Breach of this clause may result in termination of this Contract, or, at CSNCFL's discretion to deduct from the Contractor's fee the amount of such commission, percentage, brokerage, or contingent fee.

711.3 When applicable, the Contractor shall disclose all related party transactions.

7.12 INTEGRATION

7.12.1 The parties hereto agree and understand that the words and figures contained in the following list of documents which are attached hereto or incorporated by reference shall, taken as a whole, constitute the Contract between the parties hereto and are as fully a part of the Contract as if they were set forth verbatim and at length herein:

- a. Attachment 1
- b. Attachment 2
- c. Attachment 3 – Federal Forms
- d. Attachment 4 – Contractor's Engagement Letter.

7.13 TERMINATION

7.13.1 It is understood and agreed that this Contract may be terminated for convenience upon ninety (90) days written notice by either party to the other party.

- 7.13.2 Contractor agrees and understands that funds allocated to the Contractor under this Contract or any amendment or modification hereto are contingent upon CSNCFL's receipt of the federal grant funds under which this Contract is funded. CSNCFL, therefore, reserves unto itself the right to unilaterally de-obligate, or if necessary, to suspend or terminate this Contract or any amendment hereto instantaneously and as may be necessitated by CSNCFL's funding levels. Any de-obligation, modification or amendment shall be effective upon written notification to the Contractor by CSNCFL shall provide Contractor thirty (30) days' written notice, or in the event CSNCFL receives less than thirty (30) days' notice, CSNCFL shall provide such notice as CSNCFL receives from its funding sources. In such instances, if work has begun under this contract costs will be reimbursed up to the effective date of cancellation only; thereafter neither CSNCFL nor Contractor shall have any obligation whatsoever to complete or otherwise continue the Contract.
- 7.13.3 Obligations Extending Beyond Contract Termination. Provisions of this Contract which by their terms extend beyond the termination or non-renewal of this Contract will remain effective after termination or non-renewal.
- 7.13.4 CSNCFL may terminate this contract in the event of the occurrence of any of the below listed events, upon 24 Hours written notice, pursuant to Section XV following a period of 48 hours to allow Contractor the opportunity to respond. The decision to accept Contractor's response shall be at the sole discretion of CSNCFL.
- a. Becomes bankrupt or insolvent
 - b. Discontinues operations
 - c. Is the subject of lawsuits or other legal action that may materially impact the financial viability of Contractor
 - d. Is the subject of official investigations of fraud or abuse on the part of Contractor, their staff, officers, or directors, and/or
 - e. Experiences theft or loss of funds or equipment that are materially needed to support the contracted services at the discretion of CSNCFL.
- 7.13.5 CSNCFL may terminate this Contract in the event of breach of this Contract by giving written notice to the Contractor in accordance with Section XV herein, after allowing Contractor 48 hours to respond and an opportunity to cure. The decision to accept Contractor's response and an opportunity to cure shall be at the sole discretion of CSNCFL.

7.13.6 In the event of termination for cause, CSNCFL shall be liable for payment only for services rendered or goods delivered prior to the effective date of termination.

7.14 REPRESENTATIVES OF CONTRACTOR

The Contractor shall inform CSNCFL of the name of the representative of the Contractor to whom matters involving the conduct of the monitoring shall be addressed.

7.15 ALL PRIOR CONTRACTS

It is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts whether oral or written.

7.16 CONTRACTOR SHALL BE FAMILIAR WITH ALL APPLICABLE LAWS

The Contractor shall familiarize himself with and comply with the provisions of any and all federal, state and county orders, statutes, ordinances, charter, bond covenants, administrative code, rules and regulations which may pertain to the work required under this Contract, including specifically those which pertain to "Conflicts of Interest" and "Employment Discrimination". In addition, the Contractor is required to execute a Truth-in-Negotiation Certificate stating that the rates of compensation and other factual unit costs supporting this compensation are accurate, complete, and current at the time of contracting.

Contractor agrees that none of its officers or employees shall during the term of this Contract serve as an expert witness against CSNCFL, the DCC, or the NCFWDB in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of CSNCFL or the DCC or the NCFWDB in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is given written authorization from CSNCFL to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors by written contract, from having any conflicts as within the meaning of this section.

7.17 E-VERIFY

7.17.1 Contractor agrees to comply with Florida Statutes 448.095 and shall:

1. Use the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors
 2. Not employ, contract with, or subcontract with an unauthorized alien
- 7.17.2 Obtain affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall maintain a copy of any such subcontractor affidavits
- 7.18 PROHIBITION ON CERTAIN TELECOMMUTING AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 2 CFR 200.216
- 7.18.1 Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
- a. Procure or obtain
 - b. Extend or renew a contract to procure or obtain; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes

to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country."

7.18.2 In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

7.19 STATUTORY AND NATIONAL POLICY REQUIREMENTS 2 CFR 200.300

7.19.1 Contractor shall assure that federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal Law, and public policy requirements: Including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. Contractor is aware or has been made aware of all relevant public policy requirements, including those in general appropriations provisions, and incorporate them either directly or by reference in the terms and conditions of the Federal award as they may apply to the conduct of the audit.

7.19.2 Contractor is aware of FFATA requirements, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR parts 25 and 170. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310.

7.20 PUBLIC ENTITIES CRIME

Contractor represents that the execution of this Contract will not violate the Public Entity Crimes Act (§ 287.133, Florida Statutes) which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CSNCFL, may not submit a bid on a contract with CSNCFL for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSNCFL, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the CSNCFL, and may not transact any business with the CSNCFL in excess of the threshold amount provided in § 287.017, Florida Statutes, for category two (2) purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Contract and

recovery of all monies paid hereto, and may result in debarment from the CSNCFL's competitive procurement activities.

In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that he or she committed an act defined by § 287.133, Florida Statutes, as a "public entity crime" and that he or she has not been formally charged with committing an act defined as a "public entity crime," regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

7.21 PATENTS, COPYRIGHTS, AND ROYALTIES

7.21.1 Pursuant to Section 286.021, F.S., if any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Contract, the Contractor shall refer the discovery or invention to the CSNCFL who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of the Contract are hereby reserved to the State of Florida.

7.21.2 In the event that any books, manuals, films, or other copyrightable materials are produced the Contractor shall notify the CSNCFL. Any and all copyrights accruing under or in connection with the performance funded by this Contract are hereby reserved to the State of Florida.

7.22 VESTED POWERS

All powers not explicitly vested in the Contractor by this Contract will remain with CSNCFL.

7.23 VENUE

This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Contract shall be in Broward County, Florida.

7.24 EXECUTION



This document may be executed in multiple originals, may be executed in digital format and may be executed in multiple counterparts, each of which shall be deemed an original.

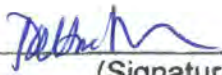
EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: Taylor Hall Miller Parker, P.A. by and through its PARTNER, and CareerSource Broward signing by and through its Chief Executive Officer in accordance with the CSNCFL governing boards action taken on November 13, 2023.

AS TO: TAYLOR HALL MILLER PARKER, P.A.

ATTEST:

BY: 
(Signature)

NAME:

TITLE: Steven Holtz

DATE: 11/24

AS TO CAREERSOURCE NORTH CENTRAL FLORIDA:

ATTEST:




BY: 
(Signature)

NAME: PHYLLIS MARTY

TITLE: CHIEF EXECUTIVE OFFICER

DATE: November, 1, 2023

Approved as to form

BY: Rochelle Daniels
Rochelle J. Daniels
Attorney

ATTACHMENT 1
LIST OF SERVICE PROVIDERS AND CONTRACTORS

1. CSNCFL 2023 – 2024 Service Providers and Contracts to be monitored include
 - a. The CSNCFL Programs operated out of the one-stop centers
 - b. The One Stop Operator
 - c. The Greater Gainesville Chamber of Commerce
 - d. The North Florida Regional Chamber of Commerce
2. Contractor shall check with the CSNCFL Chief Executive Officer to assure all CSNCFL service providers have been identified

Attachment 2
STATEMENT OF WORK

SCOPE OF SERVICES – PROGRAM MONITORING

1. In addition to incorporating the State and Federal Monitoring Tools into contractor's protocol Contractor also agrees to perform the following:
 - a. A review of a sample of all types of support payments for reasonableness and compliance with CSNCFL policies.
 - b. A review of service providers for compliance with their Contract work statements.
 - c. A review of a minimum number of files per visit, per center, and per sub-recipient as follows:
 - i. Welfare Transition Program 25 files for the Gainesville Center and 15 Files for the Stark Center or 40 files in total every visit.
 - ii. WIOA Adults and Dislocated Workers – 25 files for the Gainesville Center and 15 Files for the Stark Center or 40 files in total every visit.
 - iii. WIOA Youth - 25 files for the Gainesville Center and 15 Files for the Stark Center or 40 files in total every visit, with 25% of the files to be in school youth (ISY) if ISY are enrolled in the program.
 - iv. SNAP - 15 files.
 - v. Wagner Peyser – 25 job orders and 25 job seekers per center or 50 in total every visit (these are not actual files but electronic data in EF.
 - vi. RESEA - 10 files per visit.
 - d. In reviewing files, Contractor shall assure that in addition to the items in their monitoring protocol their review will encompass the following:
 - i. In reviewing WTP JPR's, Contractor shall determine whether:
 - A. The welfare recipient was assigned to two (2) activities.
 - B. The total amount of hours welfare recipients that were assigned to an activity.
 - C. Whether the welfare recipient is completing the proper number of hours to meet participation in the Welfare Transition Program.

- D. Whether the welfare recipient has been assigned to another activity as appropriate for their case.
- E. Whether the welfare recipient used any holiday or excused hours.
- F. In reviewing WTP Individual Responsibility Plans (IRP) Contractor shall determine whether:
 - aa. The IRP was completed within the first thirty (30) days after the assessment.
 - bb. The steps to self-sufficiency in the IRP were clear and consistent.
- ii. In reviewing WTP employment activities Contractor shall determine whether:
 - A. The welfare recipient is in employment, and as appropriate, completing the proper number of hours to meet participation in the Welfare Transition Program.
 - B. The files indicate other activities are assigned to welfare participants that do not have sufficient employment hours, to meet participation requirements.
 - C. Follow-up at 30, 60, 90, 180, and 365 days has been completed and recorded.
- iii. In reviewing participation activities including those with medical deferrals Contractor shall determine whether:
 - 1. The welfare recipient has been assigned to participate with a medical condition.
 - 2. The number of activities and the total amount of hours welfare recipients are assigned to an activity.
 - 3. The welfare recipient has been contacted once a month for a follow-up.
 - 4. The welfare recipient's medical status changed after follow-up.
 - 5. If the condition is permanent, whether the welfare recipient been referred to SSI.
 - 6. The welfare recipient has been assigned to Vocational Rehabilitation.

- iv. In reviewing pre-penalties Contractor shall determine whether:
 - A. The reasons for the issuance of a Form 2290 or sanction were correct.
 - B. WTP client deferrals and client sanctions are supported by proper documentation, and adherence to CSNCFL and WTP policies.
- v. In reviewing support services Contractor shall determine whether:
 - A. The welfare participant completed the required number of hours assigned in an activity for the month.
 - B. The welfare participant was issued a VISA type or other card for participation which was entered in the month it was received.
 - C. The support services were distributed to an applicant, mandatory or transitional customer.
- vi. In reviewing case notes Contractor shall determine whether:
 - A. The welfare recipient's next scheduled appointment is identified in the case notes or appointment letter.
 - B. There are detailed case notes in OSST regarding the deemed hours of participation.
- vii. In reviewing WIOA files, Contractor shall determine whether:
 - A. Data entry meets state timeliness requirements.
 - B. A FERPA has been completed for participants in training.
 - C. A review of formula and non-formula grants for compliance with statutory, regulatory and grant program requirements for WIOA, WTP, Wagner-Peyser, UC, TAA, FSET, Vets Programs, RESEA, and any discretionary grants awarded to CSNCFL.
 - D. Sample testing of placement verification in the one-stop for WP, WTP and WIOA participants, reconciling placements to the Wage Records and employer sites. Include a separate sampling for timeliness for follow up and applicable intervention as appropriate.
 - E. In reviewing sub-recipient program operations Contractor shall include the One-Stop Operator Sub-Recipient Agreement to assure compliance with one-stop WIOA and State requirements.

2. FISCAL MONITORING PROCEDURES

1. In addition to incorporating the State and Federal Monitoring Tools into contractor's protocol Contractor also agrees to perform the following:
 - a. Annually, during one of their reviews, incorporate forensic testing or such other tests as Contractor deems appropriate to determine weaknesses in the integrity of the financial management system which are not identified through the regular protocol.
 - b. Review DCC and NCFWDB Meeting Minutes to assure compliance with policies, procedures, and procurement awards. Contractor shall verify that practices are in line with policy changes. The monitoring protocol should detail processes for verification and procedures used to determine Board actions were implemented.
 - c. During the review encompassing the period from July to August 1, each year, Contractor shall conduct a payroll test for summer youth, if there is a summer youth program, by selecting a sample and ensuring customers were actively participating in the program.
 - d. Once a year Contractor shall conduct a payroll test of youth and adult participants in work experience activities and receiving monthly payments from CSNCFL by selecting a sample and ensuring customers were actively participating in the program, that their timesheets match the payroll.
 - e. Test that CSNCFL is on target to meet its 20% youth work experience expenditure requirement.
 - f. Contractor shall review up to 5 On the Job Training (OJT), 5 Customized Training, 5 WTP Community Work Experience, and 5 Incumbent Worker Training files, to the extent participants are enrolled in these activities, determine whether the match if required is correct, and whether appropriate documentation was submitted to support the billing, the amount invoiced agreed to the contract, and customers are registered in the appropriate state system.
 - g. Contractor shall conduct a surprise review of a sample of disbursements for a single month once a year. It shall be conducted at a different time each year.
 - h. Contractor shall review 7 random CSNCFL mileage reimbursement requests.
 - i. Once annually Contractor shall include a forensic review of possible weaknesses in property management and procurement both for CSNCFL and its service providers, to the extent purchases are included in their contracts.

- j. Contractor shall review a sample of SERA Financial Report Summaries and reconcile the information to CSNCFL's records.
- k. Contractor shall review any special reports required by individual grants and reconcile to the grant requirements.
- l. Contractor shall review financial reporting systems for accurate, current, and complete disclosure of the financial results in accordance with the financial reporting requirements of the applicable grant.
- m. Contractor shall annually reconcile and review contract payments disbursed by the Clerk's Office.
- n. Contractor shall review the reconciliation of pooled cash accounts reconciling cash to bank balances and examine the process for possible process weaknesses.
- o. Contractor shall review 10 WTP and 10 WIOA Individual Training Account approvals through payment. Contractor shall trace the tuition payment, check for PELL duplicate payments, test the monthly reconciliation of the ITA's for accuracy, approval and backup, and test that the County Office of Management and Budget (OMB) or Clerk's Office as appropriate records match Career Center records and vendor records. Contractor shall track a sample of 5 random payments through the financial system.
- p. Contractor shall review 5 WIOA adult/dislocated worker and five 5 youth support payments including those approved by service providers for proper support and documentation and for compliance with fiscal requirements. Contractor shall reconcile payments with records maintained by CSNCFL. Contractor shall take a random sample of these types of expenditures and follow through all steps from initiation to completion to look for possible internal control improvements.
- q. Contractor shall reconcile a sample of transmittals against the Cash Receipts Journal maintained by the County OMB to ensure amounts and timeliness of deposits.
- r. Annually Contractor shall test for effective internal controls and accountability for all grant cash, real and personal property, and other assets including an analysis of separation of duties.
- s. Contractor shall conduct a random sample of actual expenditures or outlays and compare them with budgeted amounts for each grant and at the service provider level compare them to the service provider contract budgets.

- t. Contractor shall conduct a random sample of actual expenditures or outlays and compare them with a list of allowable costs pursuant to the Uniform Guidance.
- u. Contractor shall review the state's pre-approval guidelines to ensure CSNCFL is adhering to the state's purchasing and pre-approval policies.
- v. Contractor shall determine whether the bank reconciliations are done timely and shall review a CSNCFL monthly bank reconciliation. Testing shall include a review of an unopened bank statement to ascertain that all payments/checks are accounted for and accurately conform to the check register/ledge both in amount and payee. Any outstanding checks/payments should also require backup verification. The void check listing should be printed and a random examination of the physical check should be included. A sample of the control (pink) copies of the checks for each month during the quarter should be reviewed to ensure that there is an accounting for all checks. There are three separate logs maintained within the Fiscal Department to track check usage. These logs should be reviewed and compared to the County's financial software system. As most CSNCFL vendor payments are made via EBT testing should be accommodated to EBT payments as appropriate. If the Bank Statements encompass other nonrelated County Transactions an alternate method of testing shall be proposed by Contractor.
- w. Once a year Contractor shall check to assure that all audit adjustments were posted to the general ledger and management letter recommendations were instituted.
- x. Contractor shall review WTP and WIOA expenditure levels to assure compliance with expenditure requirements and carry forward limitations including sub-recipient spending levels, administrative cap levels and requirements related to in-school and out-of-school youth, as well as youth work experience.
- y. Contractor shall review cash on hand with respect to meeting federal draw down policies including cash management, and cash forecasting in accordance with federal rules.
- z. Contractor shall review the Information Technology controls.
- aa. Contractor shall review the policies as applied to staff terminating employment to determine whether proper safeguards of technology and records have been applied.

- bb. Contractor shall review formula and non-formula grants for compliance with cost requirements, this includes testing of fiscal requirements and any special or discretionary grant requirements.
- cc. Contractor shall review a random sample of staff and service provider cell phone charges charged to CSNCFL.

ATTACHMENT 3

A. - ASSURANCES AND CERTIFICATIONS

The grantor will not award a grant where the Grantee has failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this Contract, the Grantee hereby certifies and assures that it will fully comply with the following:

- A. Assurances – Non-Construction Programs (SF 424 B)
- B. Debarment and Suspension Certification (29 CFR Part 98)
- C. Certification Regarding Lobbying (29 CFR Part 93)
- D. Drug free Workplace Certification (29 CFR Part 98)
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

By signing the Contract, the Grantee is providing the above assurances and certifications as detailed below:

- A. ASSURANCES – NON-CONSTRUCTION PROGRAMS.** NOTE: Certain of these Assurances may not be applicable to your project or program. If you have questions, please contact the Grantor agency.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
2. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. '794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal

assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

3. Will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-contracts.
5. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in 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 (Clear 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).
6. Will cause to be performed the **required** financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Will comply with all applicable requirements of all other Federal laws, executive order, regulations, and policies governing this program.

**B. Certification Regarding Debarment, Suspension, and Other Responsibility
Matters Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities.

**NOTE: PLEASE READ INSTRUCTIONS IMMEDIATELY FOLLOWING THE FORM
BEFORE SIGNING CERTIFICATION**

1. The prospective primary participant 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 quote to provide services been convicted of 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 for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (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 or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Delton Haze, shareholder
Name and Title of Authorized Representative


Signature

4/11/24
Date

C. CERTIFICATION REGARDING LOBBYING –
Certification for Contracts, Grants, Loans, and Cooperative Contracts.

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 Contract, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative Contract.

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

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

D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F. I, the undersigned Grantee, attests and certifies that the Grantee will provide a drug-free workplace by the following actions.

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

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

Check () if an additional page was required for the listing of the workplaces.

E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

(1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I B financially assisted program or activity;

(2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin;

(3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;

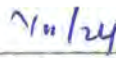
(4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

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


The Grantee 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 Contracts the grant applicant makes to carry out the WIOA Title I – financially assisted program or activity. The Grantee understands that DEO and the United States has the right to seek judicial enforcement of the assurance.



Signature



Date



Print Name

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

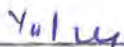
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant 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 proposal been convicted of 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 for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (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 or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Signature



Date

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) 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 the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) 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 the 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.

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

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

Grantee/Contractor/Organization

Program/Title

TAMP

Name of Certifying Official

Date *1/14/24*

Print Name and Sign *DeAnn Hauer*

[Signature]

*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or have been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants. and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name. if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award

number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier
Sub awards

1. Type of Federal Action

2. Status of Federal Action:

3. Report Type: Contract Grant Cooperative Agreement Loan
Loan Guarantee Loan Insurance Bid/Offer/Application Initial Award
Post award
Initial Filing Material Change: Year _____ Qtr _____ Date of last report

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub awards¹¹. Type of Federal Action: _____ 2. Status of Federal Action: _____ 3. Report Type: _____

a. contract	a. bid/offer/application	a. initial filing
b. grant	b. initial award	b. material change
c. cooperative agreement	c. post-award	For Material Change Only
d. loan		year _____ quarter _____
e. loan guarantee		date of last report _____
f. loan insurance		

4. Name and Address of Reporting Entity: _____ Prime _____ 5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier _____ if known: Address of Prime:

Congressional District, if known:

Congressional District, if known:

6. Federal Department/ Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobbying Entity

b. Individuals Performing Services
(including address if different from
No. 10a.)

(If individual, last name, first name, MI)

(Last name, first name, MI)

(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply): 13. Types of Payment (check all that apply):
_____ actual _____ planned _____

12. Form of Payment (check all that apply):

a. cash

b. In-kind, specify: nature _____
value _____

a. retainer

b. one-time fee

c. commission

d. contingent fee

e. deferred

f. other, specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.

(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.²

Signature *Debra H. Hall*
Print Name Debra H. Hall
Title Shuchulda
Telephone Number 407-625-6116

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

B. Establishing an ongoing drug-free awareness program to inform Employees concerning:

1. The dangers of drug abuse in the workplace.
2. The policy of maintaining a drug-free workplace.
3. Any available drug counseling, rehabilitation and employees' assistance programs.
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A

D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement.
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.

F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.

3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check () if there are workplaces on file that are not identified here.

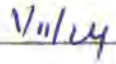
Check () if an additional page was required for the listing of the workplaces.

CERTIFICATION


I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.



Signature



Date



Print Name

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

 2/1/24

Signature and Date

Dillon Brown

Printed Name

Shareholder

Title

TAMP

Organization

Individual Non-Disclosure and Confidentiality Certification Form


I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information (PII) of individuals who receive public assistance, employment and unemployment insurance records maintained by the Florida Department of Economic Opportunity, made available to my employer, for the limited purpose of performing its official public duties pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include the name (or other PII), social security numbers, wage, unemployment and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my public duties associated with the program requirements set forth under contract or agreement, I understand that I may be granted access to confidential data managed and controlled by entities that are not party to this agreement. Prior to receiving access to such systems, 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 systems only for purposes authorized by law to secure information to conduct official program business consistent with my official public duties.
- 3) I will not disclose my user identification, password, or other information needed to access the systems to any party nor shall I give any other individual access to information secured.
- 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 the Workforce Systems or other systems to which I have been granted access, I will immediately notify the Regional Workforce Board Security Officer.
- 5) I will store any disclosed confidential information in a place physically secure from access by unauthorized persons.
- 6) I will store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, 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 systems.
- 8) I will not share with anyone any other information regarding access to the Systems unless I am specifically authorized by the Agency.
- 9) I will not access or request access to any social security numbers, personal information, wage, employer, unemployment or employment data unless such access is necessary for the performance of my official 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 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 in such a way to prevent the information from being reconstructed, copied, or used by any means.
- 12) I certify or affirm I have 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 have received written standards and instructions in the handling of confidential data from my employer or the Agency. 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.
- 13) 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, security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: 

Date: 2/16/24

Print Employee Name: Dalton Han

Organization Name: TAMP

Organization Address: 225 E. Robinson St. Ste. 405 Orlando FL 32801

Job Title: Shrubler

Work Phone Number: 407-675-6526 Ext: _____

Work E-Mail: dhall@tamp-cpa.com

Data Sharing Agreement (Non-Disclosure and Confidentiality Agreement)

I. Parties to the Agreement:

CareerSource North Central Florida (CSNCFL) and Contractor.

II. Terms and Conditions of Agreement:

A. The parties to this Agreement recognize that the full participation of Florida Commerce, formerly the Department of Economic Opportunity, as a partner is critical to the success of the One-Stop effort, and, collaterally, the sharing of data between all partners is contemplated in the Workforce Innovation Opportunity Act (WIOA). Thus, the Agency hereby agrees to make available to CSNCFL and through CSNCFL to the Contractor, for the limited purpose of performing their public duties, workforce program information that includes, but is not limited, to data which is maintained in the State's Management Information Systems and any replacement systems providing the same workforce data.

B. Contractor is aware that the CSNCFL Director of Operations is the local level security officer for the various workforce programs systems.

C. Contractor, and their employees and subcontractors and Agency employees, participating partners as defined in 20 CFR 662, and any subsequent subcontractors and their employees agree to maintain the confidentiality of employer, employee and participant identity and all related information pursuant to state and federal regulations unless such information has been exempted from non-disclosure for business purposes in accordance with state or federal law or a lawful and proper authorization has been submitted by the employer, employee, or participant. Contractor must be aware and make employees and contractors aware that information related to the receipt of public assistance, including all personally identifying information is protected by law. Contractor's Chief Executive Officer or their designee agrees to sign this "Non-Disclosure and Confidentiality Certification" statement and return the Agreement to CSNCFL.

D. Contractor shall ensure that staff, participating partners, subcontractors, and any subsequent subcontractors and their employees are sufficiently trained relative to non-disclosure and confidentiality regarding applicable workforce programs and that information can only be accessed and utilized according to federal/state laws to conduct official business. Contractor will assign to the workforce systems only staff/employees, subcontractor and subsequent subcontractor employees who have been properly trained as well as understand and acknowledge confidentiality requirements.

E. Contractor will require staff/employees, subcontractors, and any subsequent subcontractors and their employees who have access to confidential information, to sign and comply with the "Individual Non-Disclosure and Confidentiality Certification Form", which is attached as Exhibit D. These forms shall be submitted to CSNCFL. Contractor shall be responsible for ensuring that CSNCFL is notified when employees are

terminated or are no longer in need of system access so that CSNCFL can terminate the access and thereby protect the security of the system and the data.

F. Contractor agrees to advise staff/employees, subcontractors, and any subsequent subcontractors and their employees that they are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official duties according to federal and state laws.

III. Exchange of Information between the Parties:

All information necessary to execute the terms of this Agreement will be exchanged between the parties to this Agreement.

IV. Confidentiality and Public Access:

A. All documents, papers, computer files, letters or other materials made or received in conjunction with this Agreement are subject to the applicable legal requirements for maintaining confidentiality in conformance with federal, state, and local laws.

B. Public access to these records shall be in accordance with Chapter 119 of the Florida Statutes and all other applicable laws or regulations.

C. Contractor, subcontractors and their employees may obtain access to information that is otherwise confidential; however, that access does not alter the confidential nature of the information. It is incumbent upon Contractor, their staff/employees, subcontractors, subsequent subcontractors and their employees to maintain confidentiality requirements. Any requests for release of information covered under this Agreement by parties other than those specified in this Agreement shall be processed according to the guidance set forth in the Confidentiality of Records and Public Records Request and Subpoenas DEO FG 02-033, as well as the Confidentiality of Records and Public Records Request 1.02 and Processing Public Record Requests 1.06 policies located on the Florida Commerce Intranet.

V. Indemnity:

Contractor is an independent contractor and shall carry out, exercise and execute its duties under this Agreement as an independent contractor. In discharging said duties and responsibilities, Contractor shall exercise due and responsible care and shall comply with all assurances contained herein. Contractor agrees to defend, indemnify, and hold CSNCFL, the Agency, its officers, agents, and employees harmless and blameless from liability of any kind whatsoever, including costs, reasonable attorney's fees, and expenses which arise out of, or are the result of negligent performance or negligent non-performance of this Agreement.

VI. Termination of the Agreement:

This Agreement may be terminated upon failure of either party to abide by the terms of

the Agreement or for the convenience of the parties, within thirty (30) days of written notice by either party. CSNCFL reserves the right to cancel immediately should funds become unavailable to continue the Agreement. The availability of funds shall be solely determined by CSNCFL.

VII. Effective Dates of Agreement:

This Agreement will be in effect upon the last date of the signature of all parties.

SIGNATURES

In witness whereof, the parties have here unto set their hands and seals the day and year set forth.

Contractor

Name of Contractor:

TEAM P

Name of President or Chief Officer: Denton Hance

(Signature) Denton Hance

(Title) President or Chief Officer

(Date) 11/1/24

ACCEPTED BY CareerSource North Central Florida:

Name of CEO: Phyllis Marty

(Signature) Phyllis Marty

(Title) CEO

(Date) 11/1/23