

VENDOR AGREEMENT NO. 2025 – 2026 Vendor – PURGRA-001-AUDIT

BETWEEN

CAREERSOUCENORTH CENTRAL FLORIDA

AND

PURVIS GRAY AND COMPANY, LLP

FOR
AUDIT SERVICES

This is not an agreement for Research and Development

UEI #	596000591			
FEDERAL AWARDING AGENCY	U.S. DOL, HHS AA-38523-22A-12			
TOTAL FEDERAL AWARD	\$6,687,775.00			
FEDERAL AWARD IDENTIFICATION # (FAIN)	ALN (CFDA) #	FDA/CSFA Title	FEDERAL AWARD DATE	
HL9AA84QLED4	10.561	SNAP	7/1/2025	\$6,687,775.00
G-2001FLTANF	93.558	TANF	10/1/2025	
AA-38523-22-55-A-12	17.258	WIOA Adult	7/1/2025	
AA-38523-22-55-A-12	17.278	WIOA DW	7/1/2025	
AA-38523-22-55-A-12	17.259	WIOA Youth	7/1/2025	
ES-38724-22-55-A-12	17.207	WP	7/1/2025	
DV-37868-22-55-5-12	17.804	LVER/DVOP	10/1/2025	
UI-37975-20-60-A-12	17.225	RESEA	1/1/2024	
PASS THROUGH ENTITY	FL. Department of Commerce			
CONTRACTING OFFICER	Phyllis Marty, Chief Executive Officer			
CONTACT INFORMATION	CareerSource North Central Florida 1112 North Main Street, Gainesville FL 32601 pmarty@careersourcencfl.com			

This Workforce Innovation and Opportunity Act Contract is fully supported by the Employment and Training Administration of the U.S. Departments of Labor and the Personal Responsibility and Work Opportunity Reconciliation Act administered by the Department of Health and Human Services which together total \$6,687,775.00 with funds from the federal funding streams listed above. Pursuant to the Steven's Amendment 100% of the funds supporting this contract are federal funds.

AGREEMENT NO. 2025-2026 -VENDOR-PURGRA-001

BETWEEN

CAREERSOURCE NORTH CENTRAL FLORIDA

AND

PURVIS GRAY, AND COMPANY, LLP

THIS AGREEMENT, is entered into this 1st day of October, 2025 by and between CareerSource North Central Florida (hereinafter CSNCFL), the administrative entity for the CSNCFL Council of Elected Officials (hereinafter Council) which is a consortium of Alachua, Bradford, Columbia, Dixie, Gilchrist, and Union Counties, existing under and by virtue of the laws of the State of Florida as an Inter-local Governmental Agency, and the administrative entity for the North Central Florida Workforce Development Board, (hereinafter NCFWDB), having its principal office at 1112 North Main Street, Gainesville FL 32601 and Purvis, Gray and Company, LLP (hereinafter Contractor) existing under and by virtue of the laws of the State of Florida as a Limited Liability Partnership, having its principal office at 222 N.E. 1st Street, Gainesville, FL 32601. Collectively hereinafter, CSNCFL and Contractor may be referred to as the "Parties."

R E C I T A L S

WHEREAS, CSNCFL representing its governing boards, has entered into an Agreement 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, CSNCFL is required to provide for the audit of its grants CSNCFL issued a request for quotes for Audit Services on June 4, 2024 and received three responses; and

WHEREAS and after evaluating the quotes received that CSNCFL NCFWDB recommended to the Council that Contractor be selected and the Council at its meeting held September 17, 2025, selected Contractor to perform the Audit; and

WHEREAS, in accordance NCFWDB and Council direction CSNCFL wishes to engage Contractor to provide for an organization-wide audit of its funds pursuant to 2 CFR §200 Part F and Florida Commerce requirements;

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 understand and agree as follows:

ARTICLE 1 REPRESENTATIONS

1.0 By executing this Agreement, the Contractor makes makes the following express representations to the CSNCFL:

- a. Contractor is qualified to provide the audit services described in this Agreement and is a licensed Certified Public Accountant eligible to practice public accounting by all public entities having jurisdiction over the Contractor and the audit services and is qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy;
- b. Contractor shall perform with the skill and care which would be exercised by qualified professional performing similar services at the time and place such services are performed.
- c. Contractor shall maintain all necessary licenses, permits or other authorizations necessary to conduct the audit until Contractor's duties hereunder have been fully satisfied;
- d. Contractor shall become familiar with the financial system and applicable rules and regulations under which the audit services are to be performed;

1.1 2 CFR 200 Part F Audit Requirements, requires that an audit be performed of entities receiving and expending in excess of \$1,000,000 of federal grant funds during a fiscal year period.

1.2 CSNCFL does receive and expend in excess of \$1,000,000 of federal grant funds during its fiscal year.

ARTICLE 2

DEFINITIONS

2.1 ALACHUA COUNTY CLERK OF THE COURT

The CSNCFL Fiscal Agent

2.2 ASSISTANCE LISTING (Previously CFDA NUMBER)

The number assigned to a Federal program in the Catalog of Federal Domestic Assistance (CFDA). The CSNCFL CFDA numbers or Assistance Listings are contained in the CSNCFL ledgers.

2.3 AUDITEE

Shall be CSNCFL, which is a non-federal entity, expending federal awards, which must be audited.

2.4 AUDIT FINDING

Deficiencies, which the Contractor is required to report in the schedule of findings and questioned costs.

2.5 AUDIT STANDARDS

Those standards set forth in the "Government Auditing Standards", U.S. Comptroller General, American Institute of Certified Public Accountants (AICPA), and the U.S. Office of Management and Budget.

2.6 CAREERSOURCE NORTH CENTRAL FLORIDA

The Administrative Entity, and Grant Recipient for the CareerSource North Central Florida Council of Elected Officials and the North Central Florida WorkForce Development Board, also referred to as CSNCFL.

2.7 CONTRACTOR

Shall mean Purvis Gray and Company LLP, a public accounting firm.

2.8 CONTRACTOR'S REPORT

The reports prepared by Contractor which shall comply with generally accepted auditing standards in the United States of America, government auditing standards, the Office of Management and Budget's Uniform Guidance and previous Circulars as applicable, applicable State guidelines, federal grant requirements, and the standards as described in Contractor's proposal and Engagement Letter.

2.9 COMBINED FINANCIAL STATEMENTS

A balance sheet with the combined statement of revenues and expenditures, budgeted and actual and accompanying notes, derived from the accounting records.

2.10 COMPLIANCE SUPPLEMENT

Refers to the Uniform Guidance Compliance Supplement. Contractor shall perform tests as necessary with respect to the Compliance Supplement for the grants received by CSNCFL.

2.11 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.

2.12 FISCAL YEAR

The CSNCFL fiscal year is October 1 – September 30.

2.13 GAAP

Generally Accepted Accounting Principles. Audit Reports must conform to GAAP.

2.14 GAAS

Generally Accepted Auditing Standards in the United States of America.

2.15 GAGAS

Generally accepted government auditing standards issued by the Comptroller General of the United States of America, which are applicable to financial audits.

2.16 GAO

US Government Accountability Office.

2.17 GASB

Governmental Accounting Standards Board

2.18 GOVERNOR

The Governor of the State of Florida.

2.19 HHS

The Department of Health and Human Services.

2.20 INTERNAL CONTROL

A process, affected by an entity's management and other personnel, designed to provide reasonable assurance regarding the achievement of objectives in the following categories:

- a. Reliability of financial reporting.
- b. Compliance with applicable laws and regulations.

Internal control pertaining to the compliance requirements for federal programs means a process--affected by an entity's management and other personnel--designed to provide reasonable assurance regarding the achievement of the following objectives for federal programs:

- a. Transactions are properly recorded and accounted for to:
 - I. Permit the preparation of reliable financial statements and federal reports.
 - II. Maintain accountability over assets.
 - III. Demonstrate compliance with laws, regulations, and other compliance requirements.
- d. Transactions are executed in compliance with:
 - I. Laws, regulations, and the provisions of contracts or grant Agreements that could have a direct and material effect on a federal program.
 - II. Any other laws and regulations that are identified in the compliance supplement.
- e. Funds, property, and other assets are safeguarded against loss from unauthorized use or disposition.

2.21 OMB

The U.S. Office of Management and Budget.

2.22 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.

2.23 SINGLE AUDIT

An audit, which includes both the entity's financial statements and federal awards.

2.24 SPECIAL AUDITING SERVICES

The services related to performing an audit as defined in Article 7 section 7.1 including an examination and review procedures that may be requested by CSNCFL as extra work and which involve exclusively the use of the Contractor's auditing firm.

2.25 SUBRECIPIENT

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 subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. CSNCFL is a subrecipient.

2.26 UEI

Unique Entity Identifier. This is the authoritative identifier for entities doing business with the federal government.

2.27 USDOL

The United States Department of Labor.

ARTICLE 3

TERM

- 3.1 This Agreement shall commence on the date that this instrument is fully executed by both parties. The term to be encompassed by this audit shall begin with the audit of the fiscal year, which began on October 1, 2024 and which ended on September 30, 2025, or such part of the year that CSNCFL was no longer embedded in Alachua County government. This Agreement may be renewed by

the CareerSource North Central Florida Council of Elected Officials for four (4) additional one (1) year periods covering expenditures for the CSNCFL fiscal years:

October 1, 2025 – September 30, 2026

October 1, 2026 – September 30, 2027

October 1, 2027 – September 30, 2028

October 1, 2028 – September 30, 2029

ARTICLE 4

SCOPE OF AUDIT

4.1 ACCOUNTS AND RECORDS

The Contractor shall audit the accounts and records of CSNCFL in conformance with the terms and conditions set forth herein. The Audit shall be performed in accordance with the Single Audit Act of 1984, as amended, 2 CFR 200 Part F, Audit Requirements, GAGAS, and GAAS.

4.2 AUDIT STANDARDS

4.2.1 Contractor shall appoint an audit team to conduct the CSNCFL audit.

- a. Contractor shall conduct the Audit under the oversight of partner Barbara Boyd, CPA.
- b. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503.
- c. Contractor shall ensure that staff assigned to work on audits pursuant to this Agreement, shall have the minimum qualifications required by the Comptroller General of the United States in the "Government Auditing Standards", and the American Institute of Certified Public Accountants (AICPA). Requirements of federal and state Agreements, laws, regulations, and statutory audit requirements will be conformed to as each may be applicable. Contractors shall familiarize themselves with applicable grant laws and regulations.
- d. All audit reports must contain a reference indicating that the audit was made in accordance with the "Government Auditing Standards", issued by the Comptroller General of the United States, and shall include proper certification documents.

4.2.2 Contractor shall express an opinion on the fair presentation of CSNCFL's basic financial statements in conformity with U.S. generally accepted accounting principles.

- a. Contractor shall be responsible as appropriate for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.
- b.
 - III. Contractor shall provide an "in-relation-to" report on the schedule of federal and state financial assistance based on the auditing procedures applied during the audit of the financial statements.

4.2.3 If CSNCFL has sub-recipients, Contractor shall make a reasonable effort to notify any CSNCFL sub-recipient to be included in the sample comprising CSNCFL's total audit at least one (1) week prior to a visit to a sub-recipient site or if there is a request for records shall provide a week's notice to CSNCFL. A copy of this notice is to be:

- a. Maintained with Contractor's work papers, and
- b. Sent to CSNCFL

4.3 REQUIRED FLORIDA COMMERCE AUDIT PROCEDURES TO BE INCLUDED IN THE TESTS TO BE PERFORMED

4.3.1 Contractor shall test CSNCFL's reconciliation of its financial records to the Sub-recipient Enterprise Resource Application (SERA) maintained by Florida Commerce. Contractor shall include a note to the financial statements confirming that a reconciliation was performed by CSNCFL in a satisfactory manner.

4.3.2 Florida Commerce (formerly the Department of Economic Opportunity) has developed a SERA Manual which provides guidance for cash management. Contractor shall familiarize themselves with the guidance including the section on Allowable Cash on Hand. Contractor shall conduct the appropriate tests of compliance as required under Federal Audit Requirements.

4.3.3 Where there is no reason to issue a management letter Contractor shall provide a statement to that effect in the schedule of findings and questioned costs.

4.3.4 in the Report on Compliance and Internal Controls applicable to the Major Federal Awards Contractor shall state that the audit was conducted in accordance with the audit guidance provided by Florida Commerce.

4.3.5 All funds overseen, managed, or administered by CSNCFL shall be included in the scope of the audit and within the audited financial statements. This includes funds that are provided to any auxiliary entity over which CSNCFL

or its leadership exercises any controlling influence, such as a foundation or an association. For purposes of this guidance document, all foundations, associations, or other similar entities are considered to be affiliated organizations and, in some instances, may need to be classified as a component unit.

4.4 IRREGULARITIES AND ILLEGAL ACTS

4.4.1 IRREGULARITIES AND/OR ILLEGAL ACTS

- a. Should irregularities or other unforeseeable conditions be encountered which might necessitate the extension of the auditing work beyond the scope of normal auditing procedures, Contractor agrees to advise the CSNCFL Chief Financial Officer, in writing, of the circumstances, and to request in writing, an increase of the total fees prior to incurring additional costs. A request for additional fees shall contain a detailed explanation of the unforeseen conditions or irregularities and why the additional fees are necessary.
- b. In the event irregularities are discovered and found to exist, an extension of time, as is otherwise provided for in the provisions of a above.
- c. If Contractor is unable, for any reason, to perform his/her responsibilities because of a sub-recipient's failure to provide requested records, Contractor shall inform CSNCFL so as to give the sub-recipient an opportunity to correct the problem prior to questioning or disallowing any costs.

4.5 COMPLETION OF WORK

4.5.1 EXIT INTERVIEW

Prior to the issuance of the Audit, Contractor shall prepare a draft audit report and shall arrange for an exit conference during which time the audit report shall be reviewed with CSNCFL management. The draft shall be due prior to December 20 each year that this contract is in effect.

4.5.2 EXTENSION OF TIME

The parties agree that there may be matters beyond their control which prevent Contractor from completing the audits contracted for under this Agreement within the time frame stipulated in Article 4. In such instances Contractor shall notify CSNCFL in writing prior to December 31, requesting an extension of time in which to complete the Audit. Further, the Contractor shall set forth in writing, an anticipated completion date and the reasons necessitating the extension. An example of a matter beyond Contractor's

control would be where records necessary to complete the audit are not available. Matters beyond Contractor's control does not include poor scheduling or failure to properly manage staff to assure that the contract timelines are met. In any case the Audit shall be provided to CSNCFL in time to meet the State of Florida and federal submission requirements.

4.5.3 During the course of the audit, Contractor shall make all requests for records and documents in writing to the CSNCFL Fiscal Agent, the Alachua Clerk of the Court who shall be responsible for coordinating the audit work, so that CSNCFL can maintain a record of all documents and books examined. This may be via email. Requests should be copied to the CSNCFL Legal Representative and Chief Executive Officer.

4.5.4 Prior to the Contractor formally questioning a cost, Contractor shall notify the CSNCFL Legal Representative and the Alachua Clerk of the Courts staff serving as the CSNCFL Fiscal Agent representative assigned to Finance Departments immediately upon their determination, that a cost will be questioned in the Audit Report.

4.6 STANDARD OF CARE

In the performance of the Audit, the Contractor shall be bound by and shall make the examination in accordance with GAAS and GAGAS.

4.7 DELIVERY SCHEDULE

The draft audit report for each fiscal year October 1, through September 30, shall be completed by December 20. The final audit report shall be due 30 days following receipt of CSNCFL comments. If Contractor fails to deliver the Audit Report within the above specified time period, or if the Audit Report submitted to CSNCFL does not conform to the provisions set forth herein, CSNCFL, may upon written notice to Contractor of its failure to conform, terminate in whole or in part this Agreement, except for progress billings invoiced to the date of termination per Article 6.

ARTICLE 5

WORK PAPERS

5.1 RETENTION

5.1.1 For a period of seven (7) years after completion of any work provided for herein, or such period as prescribed by the standards guiding the behavior of Contractor, whichever is longer, the Contractor shall make its work papers, records and other evidence and documents relating to such work available for inspection, shall provide copies of the work papers as

requested by CSNCFL, the State, HHS or the U.S. DOL at no cost to CSNCFL. Work papers may be in an electronic format. Any records determined by the General Counsel for 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 5.11, notwithstanding, Contractor agrees that none of the work papers or other information relating to CSNCFL or its subrecipients will be available for inspection or examination by anyone other than CSNCFL prior to the release of the audit report and its acceptance by CSNCFL. To assure this, 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 subrecipient 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.
- 5.1.3 CSNCFL shall notify Contractor in writing of any request received for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the CSNCFL, its officers, employees, and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the CSNCFL, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Contract or license, the provisions of this paragraph shall continue to survive. Contractor releases CSNCFL from claims or damages related to disclosure by CSNCFL.
- 5.2 Upon request and subject to any statutory exemptions all records stored electronically must be provided to CSNCFL's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF SUBGRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDSREQUEST@CAREERSOURCENCFL.COM OR DBURKE@CAREERSOURCENCFL.COM OR (352) 955-2245 OR 1112 N. MAIN STREET, GAINESVILLE, FL 32601.

ARTICLE 6

COMPENSATION

6.1 MAXIMUM FEE

The maximum fee shall be Twenty-Five Thousand Dollars (\$25,000) for the first year's audit covering the period October 1, 2024 and ending September 30, 2025. Any additional work not contemplated herein in connection with the work to be performed under this Agreement and requested by CSNCFL shall be done at the hourly rate of \$175-\$250 Dollars an hour plus expenses, or as may be negotiated by the parties.

- a. Contractor shall be paid Five Thousand Dollars (\$5,000.00) upon completion of their field work
- b. Contractor shall be paid Fifteen Thousand Dollars (\$15,000.00) upon submission of the draft audit by December 20, 2025.
- c. Contractor shall be paid Five Thousand Dollars (\$5,000.00) upon submission of the final audit report to the CSNCFL governing boards and filing of the reports with the appropriate state and federal repositories.
- d. Invoices shall be submitted within thirty days of the close of the month during which the work described above was completed. Invoices shall be submitted to the CSNCFL CEO at the address in the introductory paragraph of this Contract who shall approve and submit the invoices for processing.

6.2 FEE FOR SUBSEQUENT PERIODS

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

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 or in the Alachua County Clerk's Office, as applicable 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 Contractor's work.

ARTICLE 7

GENERAL

7.1 EXTRA WORK REQUESTED BY CSNCFL

The Contractor, upon receipt of a written request from CSNCFL, shall perform such additional auditing services as may be required. This may include a review of 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 annual audit.

The purchase of specialized services or extra audit services required by special federal or state reporting requirements 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 Agreement, 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 COMPLIANCE WITH THE STATE, HHS AND DOL REQUIREMENTS

7.3.1 Contractor agrees that in the event that any portion of the final audit report is rejected by CSNCFL's federal cognizant agency, or the State, because of actions or omissions of the Contractor, Contractor shall take whatever reasonable action is necessary to make that portion of the audit report(s) acceptable to the rejecting authority within thirty (30) days of notification to Contractor.

7.3.2 At any time that a federal agency or the State refuses a portion of the audit performed by the Contractor or tendered to it by Contractor or requests clarification or poses a question or seeks further information, Contractor agrees to reply to the request within thirty (30) days of the date such request is made.

7.4 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 Agreement or to any benefit that may arise therefrom.

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

7.4.2 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 Agreement, 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.

7.5 AMENDMENTS TO THIS AGREEMENT

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

7.5.2 CSNCFL may, before or during the conduct of the audits, request changes in the scope of services to be performed under this contract. Such changes, including any increase or decrease in the number of sub grants to be audited or in the amount of the Contractor's compensation or change in the time limitation for submission of the Contractor's reports, which are mutually agreed upon by and between CSNCFL and the Contractor, shall be incorporated by written amendments into this Agreement.

7.6 INDEMNIFICATION AND INSURANCE

7.6.1. The Contractor agrees to protect, defend, indemnify, and hold the CSNCFL its directors and officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the CSNCFL and agrees to bear all other costs and expenses related thereto, even if their (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that indemnification of the CSNCFL shall extend to any and all work performed by the Contractor, its sub-Contractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the CSNCFL and the Contractor.

7.6.2. 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 Agreement 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, be construed as assent to any succeeding breach or

default.

- 7.6.3. Contractor shall provide, pay for, and maintain in force, at all times during the services to be performed, insurance, in the minimum amounts detailed below. A copy of a current Certificate of insurance (COI) showing coverage of the type and in the amounts required shall be provided to CSNCFL.
- a. **COMMERCIAL GENERAL LIABILITY.** Coverage must be afforded under a per occurrence form policy for limits not less than \$ 1,000,000 General Aggregate, \$ 1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.
 - b. **AUTOMOBILE LIABILITY.** Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.
 - c. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.**
 - i. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws;
 - ii. Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.
 - d. **PROFESSIONAL COMPENSATION AND EMPLOYER'S LIABILITY.** Professional (E&O) Liability for not less than \$1, each claim, \$1,000,000 policy aggregate.
 - e. **OTHER INSURANCE PROVISIONS.**
 - i. The policies are to contain, or be endorsed to contain, the following provisions:
 - ii. Commercial General Liability and Automobile Liability Coverages
 - 1. CSNCFL, the CSNCFL Council of Elected Officials, The North Central Florida Workforce Development Board, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased,

hired or borrowed by the Contractor.

2. The Professional's insurance coverage shall be considered primary insurance as respects CSNCFL, its officials, employees and volunteers. Any insurance or self-insurance maintained by CSNCFL, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

iii. All Coverages:

Contractor shall provide a Certificate of Insurance to CSNCFL with a notice of cancellation. The certificate shall indicate if coverage is provided under a "claims made" or "per occurrence" form. If any coverage is provided under claims made the certificate should show a retroactive date, which should be the same date as the contract (original if contract is renewed) or prior.

iv. SUBCONTRACTORS

Contractors shall include all subcontractors as an insured under its policies. All subcontractors shall be subject to the requirements stated herein.

- 7.6.4. Contractor is presumed to be familiar with all state and local laws, ordinances, codes, rules and regulations that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with state and local laws, ordinances, code rules and regulations, the Contractor remains liable for any violation and all subsequent damages or fines.

7.7 NOTICE

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

All notices required to be given to Contractor under this Agreement shall be sufficient when hand delivered or mailed to the Contractor at its office located at 222 N.E. 1st Street, Gainesville, FL 32601.

7.8 AUTHORIZED REPRESENTATIVE FOR CAREERSOURCE NORTH CENTRAL FLORIDA

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

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 that claims for monies due or to become due from CSNCFL under this 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 in compliance 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 as applicable
- 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-agreements.
- 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 agreement 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 Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- a.** Exhibit A – Assurances and Certifications.
- b.** Contractor's Engagement Letter.

7.13 TERMINATION

7.13.1 It is understood and agreed that this Agreement 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. 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 COPIES OF REPORT

7.14.1 Contractor agrees to furnish CSNCFL with thirty-five (35) copies of Contractor's Report.

7.14.2 The hard copy Audit Reports are to be submitted in time for CSNCFL to present the Audit to its Finance committee as well as to its governing boards' meetings prior to the required submission date. Contractor shall coordinate the date with CSNCFL each year that this contract is in effect. Contractor shall not provide any other entity with a draft or advanced copy prior to the completion of the report.

7.14.3 Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements shall be submitted, when required by 2 CFR §200.512, by or on behalf of the CSNCFL directly to the Federal Audit Clearinghouse (FAC) in accordance with 2 CFR §200.36 and §200.512.

7.14.4 Copies of financial reporting packages required shall be submitted by or on behalf of CSNCFL directly to each of the following:

- a. Whether electronic or paper to Florida Commerce at each of the

following addresses:

2. Florida Commerce
MSC #75, Caldwell Building 107 Street
Tallahassee, FL 32399
3. Local Government Audits
342 Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- b. Copies of reports or the management letter if there is one required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

For Electronic Copies Contractor shall coordinate with CSNCFL for the correct state email address

For Paper Copies
Department of Commerce
MSC #75, Caldwell Building 107
East Madison Street
Tallahassee, FL. 32399

7.14.5 Any reports, management letters, or other information required to be submitted to the Florida Department of Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, and the Rules of the Auditor General, as may be applicable and should be dated.

7.15 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 audit shall be addressed.

7.16 ALL PRIOR AGREEMENTS

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

7.17 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 CSNCFL orders, statutes, ordinances, charter, bond covenants, administrative code, rules and regulations which may pertain to the work required under this Agreement, 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 Agreement serve as an expert witness against CSNCFL, the CareerSource North Central Florida Council of Elected Officials, 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 CareerSource North Central Florida Council of Elected Officials 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 Agreement Contractor agrees to prohibit such subcontractors by written contract, from having any conflicts as within the meaning of this section.

7.18 E-VERIFY

7.18.1 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**

7.18.2 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

7.19 PROHIBITION ON CERTAIN TELECOMMUTING AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 2 CFR 200.216

7.19.1 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."

7.19.2 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.

7.20 STATUTORY AND NATIONAL POLICY REQUIREMENTS 2 CFR 200.300

7.20.1 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.

7.20.2 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.

7.21 PUBLIC ENTITIES CRIME

Contractor represents that the execution of this Agreement 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 Agreement 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.

7.22 PATENTS, COPYRIGHTS, AND ROYALTIES

7.22.1 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.

7.22.2 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.

7.23 VESTED POWERS

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

7.24 VENUE

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

7.25 EXECUTION

This document shall be executed in three (3) 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:

Purvis Gray & Company, LLP by and through its Partner, and CareerSource North Central Florida signing by and through its Chief Executive Officer in accordance with the authority vested in her by the CareerSource North Central Florida governing boards on September 17, 2025.

AS TO: PURVIS GRAY & COMPANY, LLP:

ATTEST

ATTEST: Not a Lawyer
Loa M. Monarsky

BY:

(Signature)

TITLE: Partner

DATE: 12/2/25

AS TO CAREERSOURCE NORTH CENTRAL FLORIDA:

ATTEST:

Jessica McClae
Karen Lamb

BY:

Phyllis Hunt
(Signature)

Phyllis Marty

TITLE: Chief Executive Officer

DATE: 12/01/25

Approved as to form

BY:

Rochelle J. Daniels
Attorney

**EXHIBIT 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 agreement, 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 agreement, 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 subagreements.
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 Clear 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 TRANSACTION.

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

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by and Federal department or agency;

Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

Where the prospective Grantee is unable to certify to any of the statements in this certification, such prospective Grantee shall attach and explanation to this proposal [or plan].

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

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 agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

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