



**COST REIMBURSEMENT/PERFORMANCE BASED
CONTRACT PACKAGE**

Between

**ALACHUA BRADFORD WORKFORCE DEVELOPMENT BOARD
d/b/a
CAREERSOURCE NORTH CENTRAL FLORIDA**

AND

**CITRUS LEVY MARION REGIONAL
WORKFORCE DEVELOPMENT BOARD, INC. (CLMRWDB)
d/b/a
CAREERSOURCE CITRUS LEVY MARION**

TO PROVIDE INTERIM ADMINISTRATIVE ENTITY SERVICES

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers listed above may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711. CareerSource Florida Member. A member of the American Job Center network

Contract # PY ****

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COST REIMBURSEMENT/PERFORMANCE BASED CONTRACT

**BETWEEN ALACHUA BRADFORD WORKFORCE DEVELOPMENT BOARD
d/b/a
CAREERSOURCE NORTH CENTRAL FLORIDA**

AND

**CITRUS LEVY MARION REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.
(CLMRWDB)
d/b/a
CAREERSOURCE CITRUS LEVY MARION**

TO PROVIDE INTERIM ADMINISTRATIVE ENTITY SERVICES

WHEREAS this Contract, entered into by and between Alachua County, Florida, on behalf of the Alachua Bradford Workforce Development Board, Inc., d/b/a CAREERSOURCE NORTH CENTRAL FLORIDA, hereinafter referred to as CSNCFL, hereinafter referred to as "GRANTOR"; and the CareerSource Citrus Levy Marion hereinafter referred to as "Contractor."

WHEREAS, the Grantor is legally empowered to Contract for delivery of administrative services regulated under the Workforce Innovation and Opportunity Act, hereinafter referred to as WIOA, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, hereinafter referred to as the Act (Public Law 104.193), and the Workforce Innovation Act of 2000, hereinafter referred to as the Welfare Transition Program (WTP).

WHEREAS this Contract's performance shall begin no earlier than the last signature date, and shall be completed no later than June 30, 2020. All Contract costs must be incurred between these dates.

WHEREAS, the Contractor agrees to be engaged in providing Administrative Entity (AE) Services under WIOA and/or WTP as a sub-recipient;

WHEREAS, the Contractor has expressed intent and demonstrated an ability and capability to provide administrative services to CSNCFL and has been duly selected to provide same;

WHEREAS the Contractor agrees to be the responsible administrator for services described herein;

WHEREAS this Contract initiates the Contractual obligation for a total amount not to exceed \$275,502.15 which shall be reimbursed by the Grantor for the provision of services as outlined.

WHEREAS the total Contract obligation above is allocated in accordance with Exhibit III, Budget.

WHEREAS the parties agree to comply with all the terms and provisions of this Contract including and incorporating herein the specified attachments/exhibits.

WHEREAS the parties agree that all the terms and provisions of this Contract will remain in effect throughout the entire Contract period, and until or unless a written Contract modification changing its terms are initiated and executed according to the terms of this Contract between the then legally empowered Contracting entities.

WHEREAS the parties further agree that Alachua County, Florida, shall be the venue of any legal action between the parties, and that this Contract shall be read, interpreted, and construed in accordance with the laws of the State of Florida.

NOW THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Modification(s)

- a. The Contractor agrees to submit a written modification for approval prior to changing any budget line item or participant service level.**
- b. The Grantor agrees to make any changes in this Contract only through a written modification.**
- c. All modifications initiated by the Contractor will be bilateral.**
- d. The Grantor may make a unilateral modification to this Contract at any time. A copy of such unilateral modification will be given to the Contractor.**

Modifications to this Contract shall be bilateral in nature except when required by changes in U.S. Department of Labor or State of Florida regulations, policies or funding, or when required by a change in State or Federal Law, or to effect an assignment of all Contract rights of Grantor to a new Administrative Entity/Grant Recipient.

- e. Budgetary line items cannot be exceeded. Budgetary line items are not estimates, but are fixed amounts. Any changes in budgetary line item areas must be requested in writing, and approved in advance via Contract modification, as necessary.**

2. Amendments

This Agreement constitutes the entire Contract between the parties hereto. No representation, modification or amendment hereto, whether oral or written, shall be effective unless it is in writing and signed by the parties hereto.

Notwithstanding the first paragraph, above, the Grantor may unilaterally amend this

Contract at will in order to accommodate any change in the Act or WIOA and/or WTP or any change in the interpretation of the Act or WIOA and/or WTP or any applicable Federal, State or local laws, regulations, rules or policies. In the event a unilateral amendment cannot be complied with by the Contractor, then the Contract will be terminated for convenience.

3. Changes

The Grantor may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Grantor and the Contractor, shall be incorporated in written amendments to this Contract.

4. Standards of Conduct

The Contractor hereby agrees that in administering this Contract, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the program and avoiding any conflict of interest in its administration.

- a. **General Assurance -- Every reasonable course of action will be taken by the Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. This Contract will be administered in an impartial manner, free from personal, financial, or political gain. The Contractor, its executive staff and employees, in administering this Contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.**
- b. **Conducting Business Involving Relatives -- No relative by blood, adoption, or marriage of any executive or employee of the Contractor shall receive favorable treatment for enrollment into services provided by, or employment with, the Contractor. The Contractor shall also avoid entering into any agreements for services with a relative by blood, adoption, or marriage. When it is in the public interest for the Contractor to conduct business (only for the purpose of services to be provided) with a relative, the Contractor shall obtain the written approval from the Grantor before entering into an agreement. All pertinent correspondence shall be kept on file and available for monitoring and audit reviews.**
- c. **Conducting Business Involving Close Personal Friends and Associates -- Executives and employees of the Contractor will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and in administering this Contract, will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the Contractor to conduct business with a friend or associate of an executive or employee of the Contractor, a permanent record of the**

transaction will be retained.

- d. **Avoidance of Conflict of Economic Interest -- An executive, officer, agent, representative, or employee of the Contractor will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the Contractor. Supplies, materials, equipment, or services purchased with Act funds will be used solely for purposes allowed under this Contract.**

For the purpose of this Contract, "relative by blood, adoption, or marriage," shall include: wife, husband, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, stepfather, stepmother, stepson, step-daughter, stepbrother, stepsister, half-brother, or half-sister.

5. Sub-Contracting and Assignment

The Contractor shall not assign this Contract or any part thereon, unless otherwise provided for, without the written consent of the Grantor, but in no case shall such consent relieve the Contractor from the obligations under, or change the terms of the Contract.

The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the written approval of the Grantor, having first been obtained.

The transfer or assignment of any Contract funds, either in whole or in part, any interest therein, which shall be due or become due to the Contractor, shall cause the annulment of said transfer or assignment so far as the Grantor is concerned.

This Contract may not be assigned in whole or part to any third party by the Contractor unless provided for in writing by the Grantor or accepted by inclusion in the Scope of Work.

6. Audits, Inspections and Monitoring

At any time during normal business hours and as often as the U.S. Comptroller General, Auditor General of the State of Florida, or the Grantor may deem necessary, the Contractor shall make available to the Grantor for Examination, all of its records with respect to all matters covered by this Contract. The Grantor, Auditor General of the State of Florida, and the U.S. Comptroller General shall have the authority to audit, examine, and make excerpts, transcripts, and photocopies from records, including all Contracts, invoices, materials, payrolls, records of personnel, conditions of employment, computer records, and other data relating to all matters covered by this Contract. This right also includes timely and reasonable access to Contractor's or subcontractor's personnel for the purpose of interviews and discussions related to such documents (vendor Contracts).

- a. **The Grantor shall have the authority to examine the books and records used by the Contractor in accounting for expenses incurred under this Contract. Should these books and records not meet generally accepted accounting practices, the Grantor reserves the right to withhold any or all of its funding to the Contractor until such time as they do meet these standards.**
- b. **The Grantor shall have the authority to examine all forms and documents used, including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks, and other checks used by the Contractor.**
- c. **The Grantor may require the Contractor to use any or all of the Grantor's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to this Contract.**
- d. **The Grantor reserves the right to dispatch auditors/monitors of its choosing to any site where any phase of the program is being conducted, controlled, or advanced in any way, tangible or intangible. Such sites may include the home office, any branch office or other locations of the Contractor if such sites or the activities performed thereon have any relationship to the program covered by this Contract.**
- e. **The Grantor shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler system, etc., to safeguard property and/or equipment authorized by this Contract.**
- f. **Any indirect cost rate charged to this contract must be approved by the contractor's federal cognizant agency. The contractor will be required to submit a copy of the indirect cost plan and evidence of approval by its federal cognizant agency to the Grantor.**
- g. **Subject to the discretion of the Grantor, certain authorized members of the Grantor shall have the right to be present at any and all of the Contractor's staff meetings, Board of Director's meetings, Advisory Committee meetings, and Advisory Board meetings if an item to be discussed is an item of this Contract.**
- h. **The Contractor will make financial and programmatic periodic, final, close-out and annual reports as prescribed by Grantor.**
- i. **The Contractor shall be responsible for securing an annual, independent audit of its operations, which will separately identify the revenues and expenditures for the services provided pursuant to this Contract.**
- j. **Annual Audit Requirements. A commercial organization receiving \$25,000 or more in a fiscal year in federal financial assistance to operate a federal program and non-federal organizations including but not limited to State**

governments, Nonprofit organizations and Educational institutions receiving \$300,000 or more in a fiscal year in federal awards are required to have annual independent audit. Organizations receiving less than the aforementioned amounts of federal awards are hereby precluded from charging any portion of the cost of an audit to the Grantor. Contractors requiring annual audits will submit to the Grantor a copy of their annual audit within 30 days of the date the audit is released, but no later than nine months after the completion of this Contract.

- k. The Contractor shall be responsible for meeting the audit requirements of OMB Circular A-133, including any revisions thereto.**
- l. Should the Grantor determine that a separate, independent audit of only this Contract be necessary, the Contractor warrants that it will obtain such an audit or allow the conduct of such an audit obtained by Grantor. Further, the Contractor assures that it will cooperate fully with audits conducted by State and Federal audit entities.**
- m. If the Contractor fails to perform in whole or in part under this Contract, or fails to make sufficient progress so as to endanger performance, the Grantor shall notify the Contractor of such unsatisfactory performance in writing. The Contractor shall have ten (10) working days in which to respond with a plan agreeable to the Grantor for correction of the deficiencies. If the Contractor does not respond within the appointed time, or does not respond with appropriate plans, the Grantor may terminate this Contract for cause or convenience as provided for herein.**

When a fiscal or special audit determines that the Contractor has expended funds which are questioned under the criteria set forth herein, the Contractor shall be notified and given the opportunity to justify questioned expenditures prior to the Grantor's final determination of the disallowed costs. The Contractor agrees that any disallowed costs resulting from an audit(s) will be the sole responsibility and liability of the Contractor.

The Contractor recognizes that the Grantor, an administrative entity/grant recipient under the Act has the responsibility and possesses every authority to monitor and investigate all matters regarding compliance by the Contractor; including subcontractors, if any, with provisions of the Contract and those documents enumerated in the Contract.

The Contractor will develop and implement its own internal monitoring procedures to ensure that its activities are in compliance with the Contract and that adequate administrative and accounting controls are being used.

Grantor may investigate any matter it deems necessary to determine compliance with this Contract and those documents enumerated in the Contract. The investigations may include examining records, questioning employees, and entering any premises or onto any site in which any part of a program of the Contractor is conducted or in which any of the records of the Contractor are kept.

- a. **The Grantor, the U.S. Secretary of Labor, the Inspector General of the U.S. Department of Labor, the U.S. Comptroller General, or their designated representatives may monitor the Contractor's operation for compliance with the terms and conditions of this Contract. To carry out this function, officials shall have access to the Contractor's office or any site at which the Contractor operates, maintains offices, or keeps books and records.**
- b. **Such monitoring may also include on-site monitoring of program operations; inspection and/or transcription of any and all program reports, documents, records, third party agreements and Contracts; interviews with any beneficiary; or observations of any actions covered under this Contract.**
- c. **The management, administration, and implementation of all terms and conditions of this Contract shall be performed in a manner satisfactory to the Grantor. The Grantor may act in its own best interest including, but not limited to:**
 - (1) **Requiring a written report of corrective action within specific time frames;**
 - (2) **Withholding payment;**
 - (3) **Disallowing inappropriate claims, payments, or costs;**
 - (4) **Deobligating Contract funds; or**
 - (5) **Terminating or suspending this Contract.**

If the Contractor determines that the services described in this Contract are not being performed as intended, the Contractor shall notify the Grantor immediately by telephone, followed by written notice, which may result in bilateral corrective action, or adjustment of the Contractual terms through modification of this Contract.

7. Retention of Records

As specified in the State of Florida General Records Schedule (GRS) GSI-L, the Contractor will retain all records pertinent to the Contract including financial, statistical, property, participant, and supporting documentation as follows:

- a. **For five (5) fiscal years after completion of project provided applicable audits have been released.**
- b. **Project completion has not occurred until all reporting requirements are satisfied and final payments have been received.**
- c. **For five (5) years following final disposition of nonexpendable property.**
- d. **If any litigation, audit or claim remains unresolved at the expiration of the**

longest of the hereinabove stated periods, then the records will be retained until all outstanding issues have been resolved.

If the Contractor is not able to retain the necessary financial records, it shall transfer such records to the Grantor. Such records shall be transmitted to the Grantor for acceptance in an orderly fashion, with documents properly labeled and filed and in an acceptable condition for storage.

Rights of Inspection: The Grantor may terminate this Contract without advance notice if the Contractor fails or refuses to permit inspection of its books and records by duly authorized Federal, State and Grantor representatives, or any person seeking inspection of the Contractor's records pursuant to the Florida Public Records Law, Chapter 119, Florida Statutes.

The Contractor will grant access to and the right to copy any books, accounts, records, correspondence or other documents pertinent to the Contract that are in the possession, custody or control of the Contractor or its agents, assignees or subcontractors by the duly authorized Federal, State and Grantor representatives.

This clause shall be inserted by the Contractor in agreements with its subcontractors, if any. Grantor will provide the Contractor appropriate notice of its intent to gain access to the Contractor's records, except that Grantor reserves the right to access Contract records on demand without notice.

8. Financial Management

The Contractor must account for financial transactions using internal control procedures which meet Generally Accepted Accounting Principles, requirements of Generally Accepted Governmental Auditing Standards, and all Federal, State and Local rules, regulations and statutes. The Contractor will develop, implement, and maintain internal control policies and procedures that address all areas of financial management. Those areas include, but are not limited to the following:

- a. Cash Receipts
- b. Cash Disbursements
- c. Payroll
- d. Personnel
- e. Purchasing
- f. Subsidiary Ledgers and Journals
- g. Bonding/Employee Dishonesty Insurance – The Contractors employees who handle cash, accounts and negotiable instruments must be bonded or insured up to an amount equal to or greater than the sum of cash disbursements and cash receipts for any given week.
- h. Cost Allocation Plan
- i. Equipment and Property – An annual inventory of these items will be taken and certified to the Grantor. All items having an acquisition unit cost of \$500.00 or more with a useful life of one year.
- j. Annual authorization to Incur travel expenses for all staff

9. Salary and Bonus Limitations

In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading 'Employment and Training' that are available for expenditure on or after June 15, 2006, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133.

10. Billing and Payment Conditions

Form and content of billings will be as prescribed by Grantor.

The Contractor understands and agrees that Grantor may withhold payments to which the Contractor is otherwise entitled for failure of the Contractor to meet or make substantial progress towards meeting the Contract's scope of work objectives.

Grantor may withhold payments in whole or part pending the results if actions are taken to terminate for cause is invoked.

11. Documentation Required for Reimbursement

The Contractor will maintain procedures and systems that will account for funds expended under the contract. Further, the system must be capable of accounting for all transactions made and generating information at both discrete and summary levels of detail. The Contractor will follow any programmatic procedures and systems prescribed by Grantor.

12. Fiscal Responsibilities, Payments, Fiscal Limitations and Requirements

The Contractor will maintain an accounting system on the accrual basis that meets generally accepted principles, practices and standards for an accounting system and which will permit tracing of Contract funds from source documents through summary reports. Further, the accounting system will account for Contract expenditures at a level of detail that assures that every expenditure is an allowable cost under WIOA and/or WTP and the Contract, and is reasonable and necessary to the operation of the Contract and is allocable to the Contract and the cost category charged. The Contractor will provide at a minimum, quarterly reports which show accrued expenses by functional expense category for WIOA and/or WTP. The quarters end March 31, June 30, September 30, and December 31st of the contract period.

- a. The Contractor shall establish and maintain an auditable system, in accordance with recognized accounting practices and the Grantor requirements for fiscal and program reports. This includes establishing

internal management controls to ensure that Contractual activities are properly and adequately reported. The Contractor will prepare and submit reports in conformity with the Grantor's designated formats and schedules. The Contractor shall maintain records specified by the Grantor and retain such reports for five (5) years from the date all audits are completed and findings on all claims have been finally resolved.

- b. The Contractor agrees that payments are predicated upon properly documented proof completed in accordance with the terms of this Contract. The Contractor shall submit an invoice for payments due no later than the fifteenth (15th) calendar day of the month following the reporting period. The Grantor shall make payments to the Contractor within forty-five (45) days of written receipt and acceptance of each invoice by the Grantor's fiscal manager. Failure to comply with invoicing requirements may result in a delay of reimbursement.
- c. Contractor understands and agrees with the provision that Grantor will not honor requests for cash advances.

Contractors shall adequately safeguard all such assets and assure they are used solely for authorized purposes. Contractors shall maintain advances of Federal funds in interest bearing accounts, unless one of the following paragraphs applies:

- (1) The recipient receives less than \$120,000 in Federal awards per year.
 - (2) The best reasonably available interest bearing account would not be expected to earn interest in excess of \$250 per year on Federal cash balances.
 - (3) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources. (29 CFR 95.22)
- d. The Grantor shall supply such items of equipment as may be reasonable and necessary, as determined by the Grantor, in support of the Contractor's activities described herein, provided that any and all such purchases, or other methods of supply of equipment shall be made in accordance with OMB Circular A-102 and the Grantor's Procurement Policies. It is additionally understood and agreed that supplies and equipment which are non-consumable (those items with an expected life of more than one year with an acquisition cost of \$500 or more per item) are to be accounted for and reported to Grantor in writing. Such items shall be the property of the Grantor and the Contractor shall promptly deliver the same to the Grantor upon any cancellation or termination of this Contract.

The Contractor shall establish such standards and procedures as are required of a recipient of funds under WIOA and/or WTP to assure against program abuses including, but not limited to:

mis-expenditure of funds; nepotism; conflicts of interest; the charging of fees in connection with participation in the program; excessive or unreasonable legal fees; the improper co-mingling of funds received from other sources, the failure to keep and maintain sufficient, auditable, or otherwise adequate records; political patronage; violations of applicable child labor laws; and use of funds for political (including lobbying), religious, anti-religious, unionization, or anti-unionization activities.

Should the Contractor or its subcontractors, if any, misspend or misuse Contract funds; the Contractor, upon such finding and determination, shall be held liable for the repayment of such amounts determined to have been misspent or unallowable due to willful disregard of the requirements of WIOA and/or WTP or the Contract, gross negligence, or failure to observe accepted standards of administration.

Misspent or misused funds shall be explicitly understood by the Contractor to include expended costs, budgeted or otherwise, which are determined through audit or otherwise to be unreasonable, unnecessary or mis-allocated. Repayment of misspent funds shall be from sources other than those provided under the Contract or through WIOA and/or WTP, notwithstanding any other provisions of the Grantor's Debt Collection Procedure.

13. Method of Payment

The Contractor will be paid for Contract budgeted costs that are actually incurred in delivering the specified scope of work. Compensation to the Contractor is further conditioned on applicable WIOA and/or WTP funds being continuously made available to and being received in a timely manner by Grantor through the WIOA and/or WTP funding mechanism in amounts sufficient to reimburse costs as provided for herein.

It is understood and agreed by and between the parties to this Contract that the Contractor's payment will be conditioned upon satisfactory performance. Satisfactory performance in this case is defined Exhibit III, the Statement of Work/Scope of Work.

14. Cost Allocation

All costs under this contract must be properly allocated to WIOA and/or WTP funding sources. All time must be allocated using the Contractor's USDOL-approved cost allocation plan and the USDOL-approved indirect cost rate.

15. Availability of Funds

The Grantor through duly authorized representatives, shall have the obligation to:

- a. Notify the Contractor of any changes in the Act or WIOA and/or WTP regulation, rule and law that is specifically named and incorporated into this Contract which may affect the Contractor's performance under the terms and conditions of this Contract.**

- b. Provide to the Contractor prescribed reporting forms, along with written instructions and procedures, required by the Grantor.

16. Procurement

Procurement of property, goods and services from Contract funds shall be governed by Grantor's Procurement Policy or the Contractor's procurement policy and practices, provided they are consistent with the Office of Management Budget OMB Circular A-102. A copy of the Grantor's Procurement Policy is available upon request. Should the Contractor determine to use their internal Procurement Policy, a copy of said policy shall be forwarded with the signed contract to the Grantor. In the case of a conflict of policies, Grantor's Procurement Policy shall take precedence. Compliance shall be the express requirement of the Contractor.

17. Compliance with WIOA and/or WTP

The Contractor assures that it will comply with the requirements of WIOA and/or WTP regulations and policies promulgated hereunder. The Contractor further agrees to comply with all subsequent revisions, modifications and amendments to WIOA and/or WTP regulations. Failure by the Contractor to accept or comply with changes to WIOA and/or WTP regulations which affect the terms of this Contract, and which the Grantor shall present, in writing, shall be sufficient basis for termination by the Grantor.

This Contract flows from and will be operated in accordance with the following listed documents which by reference are made a part of this Contract as if they were set forth herein.

- a. The WIOA and any revisions thereto; and
- b. Workforce Florida Act of 1996 (FS Section 288.9950) and any revisions thereto; and
- c. The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104.193) and any revisions thereto; and
- d. Florida's Workforce Innovation Act of 2000, WTP including rules and regulations promulgated under the Act and any regulations and revisions thereto; and
- e. Florida State rules, policies and procedures established pursuant to the authority granted the State under WIOA and any changes thereto; and,
- f. The in-effect WIOA Plan which includes the Workforce Innovation and Opportunity Act, Wagner-Peyser Act and Welfare Transition Program for Region 9 and any modifications or changes thereto, and all applicable policies issued by CSNCF.

If a conflict arises in the interpretation of the Contract, then the hereinabove listed documents will take precedence in the order provided over the Contract for resolving the conflict. The extent of any defect found in the Contract relative to any of these documents is limited to those clauses of the Contract affected and is not to be construed to render the entirety of the Contract defective.

Grantor shall have sole authority to interpret this Contract and any matters appertaining thereto. Verbal representations made by either Contractual party to the other or by a third party to either of the Contractual parties shall not be considered binding interpretations of the Contract.

18. Compliance with Federal, State, and Local Laws, Regulations, Rules, Directives, Issuances and Ordinances

a. The Contractor further assures that it will adhere to and comply with any and all applicable Federal, State, and Local statutes, rules, regulations, directives, issuances and ordinances in effect or promulgated during the term of this Contract of any extensions thereof, and will require any subcontractors to do likewise.

b. The Contractor understands and agrees that verbal communication between the parties will not be accepted in any audit determination or other matter involving interpretation of the rules, policy directives, and regulations governing the implementation of program activities under this Contract.

19. Non-Discrimination, Equal Opportunity and Affirmative Action

The Contractor agrees to comply with Public Law 97-300, Title VI and VII of the Civil Rights Act of 1964, as amended; Age Discrimination Act of 1975, as amended; Section 504 of the Rehabilitation Act of 1973 as amended by the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, as amended; Workforce Innovation and Opportunity Act, 29 CFR 37, including the Nontraditional Employment for Women Act of 1991; and the Florida's Human Rights Act of 1977; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37.

The Contractor further agrees that no individual, on the grounds of race, creed, color, disability, national origin, sex, age, political affiliation, veteran or marital status shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the Contract.

It is also agreed that participation in programs and activities shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, refugees and parolees, and other individuals authorized by the Attorney General to work in the United States. The Contractor will comply with the State's affirmative action requirements and will maintain an in-force and up-to-date Affirmative Action Plan, which by reference is considered to be and made a part of this Contract, on file with Grantor at all times.

The Contractor assures that all programs and activities, conducted under this Contract, are accessible to the disabled. Where the physical facilities are not accessible, an alternate plan for accessing the program or activity must be developed, approved by Grantor and retained on file.

The following legislation provides persons with disabilities certain protection and/or employment opportunities:

- As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:
 - Section 188 of the Workforce Innovation and Opportunity Act 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;
 - Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
 - Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Contractor makes to carry out the WIOA Title I-financially assisted program or activity. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

- Wagner-Peyser Act, as amended by the Workforce Innovation and Opportunity Act
- Non-discrimination and Equal Opportunity provisions of WIOA, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act, Section 504 of the Rehabilitative Act, Title IX of the Education Act, and the Nontraditional Employment for Women Act.
- The Rehabilitation Act of 1973, Public Law 93-112, as amended December 1974. (29 U.S.C. 706 and 793), as amended by sec. 111, P.L. 93-516: sec. 103(d)(2)(B), P.L. 99-506: sec. 9, P.L. 100-259: sec. 512, P.L. 101-336: and secs. 102 and 505, P.L. 102-569.
- All applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program(s) associated with this Contract.

Provisions must also be made for the limited English speaking and vision and sensory impaired. These provisions include: having a plan to provide, when necessary, interpreters and sign language assistance, assuring adequate staff or other sources are

available to adequately communicate with non-English speaking applicants.

- a. The Contractor assures that no person with responsibilities in the operation of any program under this Contract will discriminate with respect to any program participant or any applicant for participation in such program because of race, creed, color, national origin, religion, sex, age, political affiliations or beliefs, disability or due to participation in this program.
- b. The Contractor further agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, creed, color, national origin, sex, age, political affiliations or beliefs, disability or due to participation in this program. Breach of this covenant may be regarded as material breach of this Contract and cause for termination.
- c. The Contractor further agrees to furnish the Grantor with employment data and such other information as the Grantor may require regarding the Contractor's hiring practices in conjunction with this Contract.

20. Complaints and Grievances

The Contractor, as a sub-recipient of WIOA and/or WTP funds, shall follow the Grantor's "Grievance Procedure" in resolving complaints or grievances brought against the Contractor's program by participants or other parties.

The Contractor shall not discharge or in any manner discriminate against any individual in connection with the administration of the program, or against any individual because such individual has filed any complaint or instituted or caused to be instituted any proceeding under or related to the Act, or WIOA and WTP or has testified or is about to testify in any such proceeding or investigation under or related to the Act or WIOA and WTP or otherwise unlawfully deny to any individual any benefit to which that participant is entitled under the provisions of the Act or WIOA and WTP.

21. Artificial Barriers

The Contractor shall contribute to the maximum extent feasible, the elimination of artificial barriers to employment and occupational advancement.

22. Fundraising or Lobbying Activities

No funds made available under the Act or WIOA and/or WTP shall be used in any way for lobbying or fundraising activities.

23. Unionization

No funds made available under the Act or WIOA and/or WTP shall be used in any way to

either promote or oppose unionization.

24. Gratuity

No officer, employee or agent of the Contractor shall solicit or accept gratuities, favors or anything of monetary value from any actual or potential subcontractors and/or their respective clients with regards to this Contract.

25. Child Labor

All Contractors shall comply with applicable Federal, State, and local child labor laws.

26. Indemnification and Insurance

Grantor will maintain in full force and effect policies of insurance providing liability coverage in amounts sufficient to cover any loss and damages as a result of activities and services provided for under this contract. In addition to the Grantor's coverage, the Contractor must maintain a minimum of \$1,000,000 in liability insurance, and annually provide a copy to Grantor to ensure coverage. Notwithstanding the foregoing, if the Contractor is a state agency or subdivision as defined by 768.28, Florida Statutes, the contractor shall furnish the grantor, upon request, written verification of liability insurance in accordance with 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in 768.28, Florida Statutes.

27. Liability for Damages

Notwithstanding any term or condition of this Contract to the contrary, the Contractor shall not be relieved of liability to the Grantor as a result of Contract performance.

28. Theft or Embezzlement of Employment and Training Funds

The Contractor shall be liable for prosecution under the criminal provisions of the 18 U.S.C. 665 for theft or embezzlement of employment and training funds.

29. Employee Displacement (Maintenance of Effort)

No currently employed worker shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits. No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Act or WIOA and/or WTP. No jobs shall be created in a promotional line that will infringe, in any way, upon the promotional opportunities of currently employed individuals.

30. Clean Air Act of 1970, Federal Water Pollution Control Act, Patents and Copyrights and State Energy Plan

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended, and Federal Water Pollution Control Act, as amended, Executive Order 11738 and Environmental Protection Agency regulations (40 CFR part 15), and to report any violations of said standards, orders or regulations to the Grantor and the U.S. Environmental Protection Agency Regional Office.

The Clean Air Act of 1970, as amended, is to establish federal standards for air pollutants from stationary and mobile sources and to work with the states to regulate polluting emissions. It is designed to improve air quality in areas of the country which do not meet federal standards and to prevent significant deterioration in areas where air quality exceeds those standards.

The Federal Water Pollution Control Act, as amended, is to restore and maintain the chemical, physical and biological integrity of the nation's waters.

The Contractor agrees to comply with all federal requirements regarding Patents and Copyrights and the adherence to the State Energy Conservation Plan.

31. Assumption of Liability With Respect to Certain Contractor Eligibility Determinations

The parties agree that should Contractor render services to any program participant prior to the Contractor receiving certification that the participant is eligible, Contractor shall be liable for any questioned or disallowed costs incurred prior to eligibility certification which result from a subsequent determination that the participant is not eligible to participate in the program.

32. Sanctions

In accordance with 20 CFR 97.36(l)(1), CSNCFL will provide for sanctions and penalties as may be appropriate for any administrative, contractual or legal remedies in instances where Contractors violate or breach contract terms.

- A. Termination for Breach – CSNCFL may terminate this Contract for any breach of the contract terms, non-performance or failure to achieve performance goals, upon no less than thirty (30) days' notice in writing to Contractor. If applicable, the funding entity may employ default provisions in Chapter 60A-1.006(3), FAC. Waiver of any breach in a provision of this Contract shall not be deemed a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of this Contract. In the event of termination pursuant to this paragraph, Contractor shall be compensated only for work satisfactorily completed prior to notification of termination, less any damages incurred as a result of breach or non-performance. This provision does not limit CSNCFL's right to remedies at law or in equity.**

B. Remedies for Breach – In the event of a breach by Contractor of any of the terms or conditions of this Contract, CSNCFL may elect one or more of the following remedies:

- 1. Requiring a written report of corrective action within a specified time frame;**
- 2. Withholding payment;**
- 3. Formal Audit of funds spent to date;**
- 4. Removal from CSNCFL's Bidder List;**
- 5. Disallowing claims, payments or costs;**
- 6. Deobligating contract funds;**
- 7. Legal actions to recoup unspent funds;**
- 8. Increasing monitoring of program operations;**
- 9. Suspending or terminating the Contract;**
- 10. Legal actions as warranted.**

33. Notices

Transmittal of notices regarding this contract from the Grantor to the Contractor shall be made in writing detailing information which effects the contract. These notices shall be sent to: Thomas E. Skinner, Chief Executive Officer, CLMRWDB, 3003 SW College Road, Suite 205, Ocala, FL 34474. All notices should include the program name, the contract number and date change takes effect.

34. Notice of Requirements Pertaining to Rights to Data.

Specifically, the awarding agency and the Department of Labor shall have unlimited rights to any data first produced or delivered under the agreement (agreements which involve the use/development of computer programs/applications, or the maintenance of databases or other computer data processing program, including the inputting of data).

35. Headings

Headings contained in the Contract are provided for ease of reference and are not to be construed as part of the Contract.

36. Page Numbers

Page numbers throughout this Contract are consecutive from page 1 through the Signature Page of the pre-formatted Boiler-Plate Contract. Pages inserted within the Contract under Statements/Certifications and any Exhibits will be numbered with the appropriate section page number followed by A, B, C, or -1, -2, -3, etc., until each page inserted in those areas are counted in the Contract.

37. 501(c) Disclosure

A tax-exempt organization under s.501(c) of the Internal Revenue Code of 1986 which receives funds under this chapter must disclose receipt of federal funds on any advertising, promotional, or other material in accordance with federal regulations.

38. Termination for Cause

If, through any cause, the Contractor shall fail to fulfill its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of the Contract, the Grantor shall thereupon have the right to terminate this Contract, by giving written notice to the Contractor (via register mail, return receipt requested) of such termination and specify the effective date thereof, at least fifteen (15) days before the effective date of such termination. The Contractor has 30 days from the termination date to close this Contract.

Anything to the contrary notwithstanding, cancellation shall be instant if at any time the Department of Labor or the State of Florida cancels, fails to fund or otherwise terminates or negates the Grant through which this Contract is funded. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Grantor, become the Grantor's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Grantor for damages sustained by the Grantor by virtue of any breach of the Contract by the Contractor, and the Grantor may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Grantor from the Contractor is determined.

It is expressly agreed that the Grantor's determination as to the quality and acceptability of services under this Contract shall be conclusive, subject to any rights of appeal available to the Contractor.

39. Termination for Convenience

- a. Either party may request termination for convenience by providing the other with no less than thirty (30) calendar days written notice (via register mail, return receipt requested) prior to the effective date of such termination.
- b. The performance of work under the Contract may be terminated, in whole, or from time to time, in part, by the Grantor whenever the Grantor determines that such termination or suspension is in the best interest of the Grantor and the Contractor. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination (via registered mail, return receipt requested) specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective. In no instance shall a termination for convenience be effective in less than fifteen (15) days after receipt of notice thereof.
- c. After receipt of the Notice of Termination, the Contractor shall cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. The Contractor has 30 days

from the termination date to close this Contract. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. With respect to such canceled commitments, the Contractor agrees to:

- (1) Settle all outstanding liabilities and all claims arising out of such cancellation of commitments; or ratify all such settlements; and,
- (2) Assign to the Grantor in the matter, at the time and to the extent directed by the Grantor, all of the rights, title, and interest of the Contractor under the orders and Sub-Contracts so terminated.

40. **Counterparts to the Contract:** This Contract will be executed in two exact counterparts by original signature of the parties' representatives. Grantor will furnish the Contractor with one of the two originally executed counterparts.

41. **Acronyms**

AA	Affirmative Action
ABE	Adult Basic Education
ACT	Personal Responsibility & Work Opportunity Reconciliation Act of 1996
ADA	Americans with Disabilities Act
ALMIS	America's Labor Market Information System
ARRA	American Recovery and Reinvestment Act
CBO	Community Based Organization
CEO	Chief Elected Official
CF	College of Central Florida
CFDA	Catalog of Federal Domestic Assistance
CFR	Code of Federal Regulations
CIP	Classification of Instructional Program
CLMRWDB	Citrus Levy Marion Regional Workforce Development Board
CLM	(CLM) CareerSource Citrus Levy Marion
CRT	Classroom Training
CSWEX	Community Service Work Experience
DCF	Department of Children & Families
DEO	Department of Economic Opportunity
DOE	Department of Education
DOL	Department of Labor
DOT	Dictionary of Occupational Titles
DVOP	Disabled Veteran Outreach Program
DVR/VR	Division of Vocational Rehabilitation
DW	Dislocated Worker
ED (C)	Economic Development (Council)
EEO (C)	Equal Employment Opportunity (Commission)
EER	Entered Employment Rate (Job Placement Rate)
EFM	Employ Florida Marketplace

ESL/ESOL	English as a Second Language
EST	Employment Skills Training
ETA	Employment and Training Administration (USDOL)
EZ	Enterprise Zone
FBO	Faith Based Organization
FETPIP	Florida's Education and Training Placement Information Program
FY	Fiscal Year
GED	General Equivalency Diploma
HEA	Higher Education Act
IEP	Individual Employment Plan
IRP	Individual Responsibility Plan
I/S	In School
ISS	Individual Service Strategy
ITA	Individual Training Account
ITN	Invitation to Negotiate
LEA	Local Education Agency
LEO	Local Elected Official
LLSIL	Lower Living Standard Income Level
LMA	Labor Market Area
LMI	Labor Market Information
LVER	Local Veteran's Employment Representative
MIS	Management Information Systems
MMR	Monthly Management Report
MSA	Metropolitan Statistical Area
NACO	National Association of Counties
NAWB	National Association of Workforce Boards
NAWDP	National Association of Workforce Development Professionals
NEG	National Emergency Grant
NFA	Notice of Funds Available
OJT	On The Job Training
OMB	Office of Management & Budget
O/S	Out of School
OSMIS	One Stop Management Information System
OST	Occupational Skill Training
OY	Older Youth
PY	Program Year
RFB	Request for Bid
RFP	Request For Proposal
RFQ	Request for Quotation
SIC	Standard Industrial Code
SNAP	Supplemental Nutrition Assistance Program
TAA	Trade Adjustment Assistant
TABE	Test of Adult Basic Education
TANF	Temporary Assistance for Needy Families
TCA	Temporary Cash Assistance
TJTC	Targeted Jobs Tax Credit
UC	Unemployment Compensation

VR	Vocational Rehabilitation
WDB	Workforce Development Board
WEX	Work Experience
WFI	Workforce Florida, Inc.
WIOA	Workforce Innovation and Opportunity Act
WOTC	Work Opportunity Tax Credit
WP	Wagner-Peyser
WTI	Withlacoochee Technical Institute
WTP	Welfare Transition Program
WtW	Welfare to Work
YY	Younger Youth

42. Sarbanes-Oxley Act of 2002 and Section 1553, Federal Acquisition Regulation Case 2009-012, ARRA

As specified in the Sarbanes-Oxley Act of 2002 and Section 1553, Federal Acquisition Regulation Case 2009-012, ARRA: It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC). It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC). The contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub L.111-5).

43. Reporting Of Additional Funding Sources

Upon acceptance Contractor accepts responsibilities involving the management and administration of programmatic, financial and reporting aspects of the project. Communication and coordination between the Grantor and Contractor is essential for a successful grant project. Contractor is responsible to immediately notify Grantor of all additional funding received, directly or indirectly, and the sources that have a significant impact on the terms of this agreement

This information may be required where collaboration and/or coordination with other programs, services, or activities are required or desired. In these cases, Contractors must describe how activities funded from this grant will be coordinated with other programs, services, and activities funded from other sources. The purpose of such coordination is to ensure that:

- the use of funds from all sources is maximized;
- program services and activities are not duplicated among programs; and
- services are provided to participants in an integrated, coherent fashion.

Contractor will complete form # FM-WC-019, and labeled as Exhibit IX. Once the information is received, Grantor and Contractor will discuss the impact of the additional funding and if appropriate, modify the existing contract.

44. Contract Closeout Procedures

Closeout procedures for contracts/grants are necessary to ensure the timely closure of contracts, and to facilitate the timely and accurate financial and programmatic information reporting as required by federal and state mandates. Contractor agrees to adhere to the specific closeout actions and procedures as required by Grantor and/or additional Board instructions after receipt of notice of termination of a contract/grant or at the end of the contracted period. Contractor also agrees to provide additional information and/or documents that may be required to effectively terminate the contract which may not be explicitly mentioned or enumerated in the local operating policy.

45. Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: (a) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and (b) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

46. Priority of Service

For projects funded with ARRA funds, Priority of service must be applied when the individual is being served using these funds. Priority must be given to recipients of public assistance and low-income individuals. When veteran's priority is applied in conjunction with the statutory priority referenced in ARRA priority for recipients of public assistance and low-income individuals, veterans and eligible spouses who are members of the priority group must receive the highest priority within that priority group, followed by non-veteran members of the ARRA priority group.

47. Green Jobs Act of 2007

Contractor is subject to the administrative standards and provisions of the Green Job Act of 2007, Public Law 110-140, 121 Stat. 1748 (codified at 29 U.S.C. 2916).

48. Marketing and Communications/Steven Amendment

All marketing and instructional materials produced under this agreement should recognize that the program is a partnership between CSNCFL and CareerSource Citrus

Levy Marion under a grant through the US Department of Labor. When issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part with Federal money, all Contractors receiving Federal funds, shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and (2) the dollar amount of Federal funds for the project or program.

49. Required Language on Products Developed With Grant Funds

If applicable, Grantor and Contractor must include the following language on all products developed in whole or in part with grant funds:

“This workforce solution was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes are permissible. All other uses require the prior authorization of the copyright owner.”

50. Restrictions on Food and Beverage Costs

As a subrecipient of federal and state financial assistance (“grants”), which are provided to the Contractor by CSNCFL in the performance of this contract, Contractor is responsible for following the below guidelines as established by s. 445.007(10), Florida Statutes:

“State and federal funds provided to the regional workforce boards may not be used directly or indirectly to pay for meals, food, or beverages for board members, staff, or employees of regional workforce boards, Workforce Florida, Inc., or the Department of Economic Opportunity except as expressly authorized by state law. Preapproved, reasonable, and necessary per diem allowances and travel expenses may be reimbursed. Such reimbursement shall be at the standard travel reimbursement rates established in s. 112.061 and shall be in compliance with all applicable federal and state requirements. Boards are prohibited from expending state or federal funds for entertainment costs and recreational activities for board members and employees as these terms are defined by 2 C.F.R. part 230.

In accordance with DEO FG-071 dated May 7, 2012, the following exception applies to the policy as it pertains to Workforce Youth Services Program participants: ***“State and federal funds may be used to provide food, beverage or dining activities for youth enrolled and participating in workforce youth programs provided that participants are not reimbursed in excess of the state per diem amounts for the specific meal or if contracted for by the regional workforce board, that such expenditures for all food and beverage per person per meal (including any associated costs such as, but not limited to, sales tax and***

service) shall not exceed those amounts stated in Florida Statutes 112.061(6)(b).

51. Restrictions on Contracts With Grantee/Contractor Board Members

Any agreement between the CSCLM and an organization or individual represented on the Grantor's Board of directors must be approved by a two-thirds vote of the Board. Any expenditures prior to the date of approval shall not be reimbursed to the organization or individual represented on the Board of Directors if the contract is rejected by a vote of the Board.

52. Contractor agrees to comply with the Davis-Bacon Act as amended, as supplemented, the Copeland Anti-Kickback Act, as supplemented, and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented, regarding labor standards for federally assisted construction subagreements.

53. Rights to Inventions Made Under Contract

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

54. Stevens Amendment Disclosure

The funds related to this agreement are provided in entirety by the United States Department of Labor. No funds used in this contract are non-federal funds.

STATEMENTS/CERTIFICATIONS

STATEMENT OF CONTRACTOR'S MAINTENANCE OF PARTICIPANTS AND FINANCIAL RECORDS

The following individual(s) and site(s) have been delegated signatory authority for the program's participant and financial documents:

1. _____
Typed Name/Title of Signee

Signature

Address

Telephone

Date

2. _____
Typed Name/Title of Signee

Signature

Address

Telephone

Date

3. _____
Typed Name/Title of Signee

Signature

Address

Telephone

Date

CONFLICT OF INTEREST STATEMENT/CERTIFICATION

The Contractor must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this Contract.

SECTION I

I hereby certify that no official or employee of the Grantee or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (Type or Print)

Business Address

Date

City, State, Zip Code

SECTION II

I hereby certify that the following named Grantee official(s) and employee(s) having material financial interest(s) [in excess of 5%] in this company have filed the appropriate Conflict of Interest statements with the Grantee prior to the beginning date of this Contract.

Name	Title or Position	Date of Filing
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature

Company Name

Name of Certifying Official

Business Address

Date

City, State, Zip Code

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS

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 transaction by any federal department or agency;
 - b. Have not within a three (3) 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in 1b. above, of this certification; and
 - d. Have not, within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. That if the prospective primary participant is unable to certify to any statements in this certification, such prospective primary participant shall attach an explanation to the proposal.

Name & Title of Authorized Representative

Signature

Date _____

CERTIFICATION REGARDING LOBBYING

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 an agency, a Member of Congress, and 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.
2. If any other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification can be included in the award documents for all subawards at all tiers (including SubContracts, subgrants and Contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

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, US 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.

Contractor/Name of Certifying Official

Signature of Certifying Official

Date

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

I, _____, an authorized representative of the Contractor do hereby make the following certification with respect to the execution of responsibilities assigned to the CLMRWDB by WIOA and the Drug-Free Workplace Act of 1988. The Contractor will:

- a. Publish 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 action that will be taken against employees for violation of such prohibition;
- b. Establish a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c. Make 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) of this certification;
- d. Notify the employees in the statement required by paragraph (a) of this certification that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the Contractor of any criminal drug statute conviction, for a violation occurring in the workplace, no later than five (5) days after such conviction; and
- e. Notify the CLMRWDB within ten (10) days after receiving notice under this subparagraph (d) (2), from an employee or otherwise receiving Actual notice of such conviction;
- f. Take one of the following actions, within 30 days of receiving notice under the subparagraph (d)(2), with respect to any employee who is so convicted:
 1. Take appropriate personnel action against such an employee, up to and including termination; or

- 2. Require such employee to participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, Local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The Contractor shall insert in the space provided below the site(s) for the performance of work done in connection with the specific Contract.

Place of Performance (street address, city, state, zip code and county)

Contractor:

Street Address:

City, State, ZIP Code:

County:

Signature of Certifying Official

Date

**SWORN STATEMENT UNDER SECTION 287/133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary
public or other officer authorized to
administer oaths.)

STATE OF

COUNTY OF

Before me, the undersigned authority, personally appeared _____,
who, being by me first duly sworn, made the following statement:

1. The business address of
_____ (Contractor) is
.

2. My relationship to (Contractor) is
_____ (relationship such as sole proprietor, partner,
president, vice president).

3. I understand a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public-entity crime, or a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity

crime in Florida during the preceding 36 months.

6. Neither the Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Contractor nor any affiliate of the Contractor has been convicted of a public entity crime subsequent to July 1, 1992.

(Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Contractor who is active in the management of the Contractor or an affiliate of the Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vender list. The name of the convicted person or affiliate is _____, A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 7 if paragraph 6 above applies.)

Signature/Date

Sworn to and subscribed before me in the state and county first mentioned above on the ____ day of _____, 2020.

_____, (affix seal)
Notary Public

_____,
My Commission Expires

**CERTIFICATION REGARDING NONDISCRIMINATION & EQUAL
OPPORTUNITY ASSURANCES
(29 CFR Part 37 and 45 CFR Part 80)**

As a condition of the award of financial assistance from the Department of Labor under Title 1 of the WIOA, the CONTRACTOR 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 (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 CONTRACTOR also assures that it will comply with 29 C.F.R. Part 37 and all other regulations implementing the laws listed above. This assurance applies to the CONTRACTOR'S operation of the WIOA Title I – financially assisted program or activity, and to all agreements the CONTRACTOR makes to carry out the WIOA Title I – financially assisted program or activity. The Contractor understands that Grantee and the United States has the right to seek judicial enforcement of the assurance.

By signing below, the CONTRACTOR certifies and assures that it will fully comply with the applicable assurances outlined above.

Name and Title of Authorized Representative

Signature

Date

**CERTIFICATION OF ASSURANCE OF COMPLIANCE WITH TITLE VI OF
THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE
REHABILITATION ACT OF 1973, TITLE IX OF THE EDUCATION
AMENDMENTS OF 1972, AND THE AGE DISCRIMINATION ACT OF 1975.**

The CONTRACTOR provides this assurance in consideration of and for the purpose of obtaining Federal grants, loans, contracts, property, discounts or other Federal financial assistance from the Department of Health and Human Services.

THE CONTRACTOR HEREBY AGREES THAT IT WILL COMPLY WITH:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department.

3. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Department.

4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives

Federal financial assistance from the Department.

The **CONTRACTOR** agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Contractor, its successors, transferees and assignees for the period during which such assistance is provided. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractor by the Department, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Applicant/Recipient for the period during which it retains ownership or possession of the property. The Applicant/Recipient further recognizes and agrees that the United States shall have the right to seek judicial enforcement of this assurance.

The person or persons whose signature(s) appear(s) below is/are authorized to sign this assurance, and commit the **CONTRACTOR** to the above provisions.

Date

Signature and Title of Authorized Official

Name of Contractor

Street

City, State, ZIP Code

CONTRACTOR DISCLOSURE AND CERTIFICATION

For the purposes of the contract between CareerSource North Central Florida (Regional Workforce Board) And CareerSource Citrus Levy Marion (Contractor), the following disclosure is made:

The principals* and owners* of the contracting entity:

- Have no relative** who is a member of the board;
- Have a relative** who is a member of the board, whose name is

(See list of board members on next page)

There is/is not (circle one) a principal or owner who is a member of the board. If applicable, the principal's or owner's name is _____.

There is/is not (circle one) a principal or owner who is an employee of the board. If applicable, the principal's or owner's name is _____.

*"Principal" means an owner or high level management employee with decision-making authority.

**"Owner" means a person having any ownership interest in the contractor.

***"Relative" means father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law. 112.3143(1)(b), Fla. Stat.

I hereby certify that the information above is true and correct.

Date Filed

Signature of Authorized Representative

Printed Name

Title

Additional Certifications Applicable to this Contractor/Contract
The contractor assures compliance with each of the additional required certifications applicable to this contract

1. Trafficking Victims Protection Act of 2000: RWBs must include the requirements shown below in any grant you make to a private entity.

You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- I. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - II. Procure a commercial sex act during the period of time that the award is in effect; or
 - III. Use forced labor in the performance of the award or subawards under the award.
-
2. Veteran's Priority of Service Provisions: Contractor agrees to be governed by the priority of service requirements of 38 USC 4215 and 20 CFR Part 1010. Section 4215 of Title 38 requires that priority of service be provided to veterans and spouses of certain service members and veterans for the receipt of employment, training, and placement services. Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds.
 3. Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.
 4. Environmental Tobacco Smoke. In accordance with Part C of P.L. 103-227, the "Pro-Children Act of 1994," smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal Programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. 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 and alcohol treatment.

5. Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act will be American-made.

The person or persons whose signature(s) appear(s) below is/are authorized to agree to and sign these assurances, and commit the CONTRACTOR to all of the above provisions.

Date

Signature and Title of Authorized Official

Name of Contractor

Street

City, State, ZIP Code

CAREERSOURCE North Central Florida - BOARD MEMBERS - AS OF 1/22/2020

Representation	Name	County	Company	Position
Private Sector	Adrian Hayes-Santos	Alachua	AHS Ventures	Gainesville City Commissioner
Private Sector	Kinnon Thomas	Alachua	The Thomas Sound Group, Inc.	Owner
Private Sector	Frank McGeown	Alachua	Star Imports	Owner
Private Sector	Duncan Kabinu	Alachua	Gainesville Dev Academy	Founder
Private Sector	Anna Astengo	Alachua	UF Health	Director of Employment
Private Sector	Jim Painter	Alachua	Florida Concrete Masonry Education Council	Executive Director
Private Sector	Cindy Regen	Alachua	Exactech	Senior Manager Total Rewards and HRIS
Private Sector	Gail Redmond	Alachua	Environmental Consulting and Technology, LTD	Corporate Recruiter
Private Sector	Jeffrey Tate	Alachua	CTD Holdings	COO & CQO
Private Sector	Don Davis	Alachua	The Fletcher Family Companies	CFO
Private Sector	Ethan Fieldman	Alachua	Study Edge	CEO
Private Sector	Edythe Robinson	Bradford	RBH Wholesale Seasonings	Owner
Private Sector	Dawn Strickland	Bradford	Home Sweet Bone	Owner
Private Sector	Linda Tatum	Bradford	Tatum Brothers Lumbers	CFO
Private Sector	Patricia Evans	Bradford	Capital City Bank	Community President for Bradford and Clay counties
Private Sector	Marty Shaw	Bradford	Coldwell Banker Smith & Smith Realty	Owner/Sales
Organized Labor	James Ingle	Alachua/Bradford	IBEW	President/Organizer
Organized Labor	Jeremiah Tattersall	Alachua	Florida AFL-CIO	Field Staff
Joint Labor - Management Apprenticeship Program	Shawn Graves	Alachua/Bradford	IBEW Local 1205	Operations & Career Centers
Community Based/Veterans	Vickie Van Buren	Alachua/Bradford	American Legion Haisley Post 16	Commander
Community Based	John Alexander	Alachua/Bradford	Gainesville Police Department, Reichert House	Executive Director

Community Based/Employment	Jonathan Leslie	Alachua/Bradford	Florida Institute for Workforce Innovation	Principal officer
Community Based	Jon DeCarmine	Alachua/Bradford	Grace Marketplace	Executive Director
Adult Education	Patricia 'Lynn' Nobles	Alachua/Bradford	North Florida Technical College	Director
Higher Education	Jackson Sasser	Alachua/Bradford	Santa Fe College	Former President
Vocational Rehabilitation	Angie White	Alachua/Bradford	Vocation Rehab	Area Director
Local Planning Commission	Robert 'Hutch' Hutchinson	Alachua	Alachua County Commission	County Commissioner
Local Planning Commission	Ross Chandler	Bradford	Bradford County Commission	County Commissioner
Public Assistance Organization	Cheryl Twombly	Alachua/Bradford	Department of Children and Families	Community Development Administrator
Public Housing	Kali Blount	Alachua/Bradford	Alachua County Housing Authority	Co-chair
Economic Development & Higher Education	Dug Jones	Alachua/Bradford	Santa Fe College Center for Innovation & Economic Develop (CIED)	Associate VP for Economic Development

AUTHORIZATION TO INCUR TRAVEL EXPENSES FOR ALL STAFF
February 1, 2020 – June 30, 2020

Contractor/Provider/Agency: Career Source Citrus Levy Marion

STAFF NAME	POSITION/TITLE	TRAVEL ESTIMATE AMOUNT
Rusty Skinner	CEO	400.00
Kathleen Woodring	EVP	300.00
Dale French	Director of Operations	200.00
Cory Weaver	Assistant Operations Director	100.00

Travel Justification: Attends local, community and out-of-state meetings, board/committee meetings, partner workgroups, meetings with subcontractors, training opportunities, events and conferences requiring vicinity mileage travel.

Agency Representative's Name: _____

Signature

Date

Approved by CareerSource North Central Florida Board Chair:

Signature

Date

EXHIBIT I – Contract Dates

FEBRUARY 1, 2020 THROUGH JUNE 30, 2020

EXHIBIT II - Statement of Work/Scope of Work

CareerSource Citrus Levy Marion (CSCLM) proposes to support the Alachua county and CSNCFL as its Interim Administrative Entity by performing the following services;

1. Supervise and manage temporary CSNCFL staff, until such time as CSNCFL and the County agree on the future structure of CSNCFL and hire a leadership team;
2. Provide technical assistance and coordinate strategies and actions for resolving issues cited in the DEO Report with the CSNCFL Chair, and the County;
3. Assist CSNCFL and the County in paying vendors and contractors by:
 - a. Through CSNCFL staff, process payment requests to DEO for approval;
 - b. Through CSNCFL staff, retain invoices and supporting documentation for future detailed entry into the CSNCFL finance system;
 - c. Coordinate with the bank or a County/CSNCFL selected accounting firm to issue checks; and,
 - d. Drawdown CSNCFL funds, by NFA, to replenish CSNCFL bank accounts.

In any action regarding finances it is understood that CSCLM is acting on DEO approved invoices and is not making any financial approvals or otherwise providing specific invoice approval or payment approvals. It is executing actions approved by DEO and/or the CSNCFL or the County.

4. Provide overall technical assistance in support of the CSNCFL and Alachua and Bradford Counties in planning and implementing a restructuring of the Board and the Interlocal Agreement.
5. Implementing, on behalf of the CSNCFL and Alachua and Bradford Counties, the plan approved based upon (4) above.
6. Assist the County and CSNCFL in developing and submitting its Local Workforce Services Plan to the State, using CSNCFL staff and a contractor selected by CSNCFL who will be retained under a contract with CSNCFL.
7. Providing IT support and planning using a subcontractor to CSCLM, CareerSource Northeast Florida (CSNEFL) whose fees are included in this proposal.
8. Assisting the County and CSNCFL in hiring its leadership team.
9. Providing such other technical assistance and management services as jointly agreed upon, with budget amendments if required.
10. Provide training to CSNCFL and DWS staff as needed to progress forward. (Examples: EO, Atlas, EF, MIP and Gazelle, etc.)
11. Assist with policy and procedures writing and implementation to address deficiencies.

CSCLM plans to use its leadership team and, if necessary, other key staff to support the above. Costs for exempt staff shall be at the rates listed in Exhibit III - following. Non-Exempt staff costs will be at their regular rate, however, if their time exceeds FLSA limits, it will be billed at one and a half (1.5) times their regular hourly rate. Time records for all staff will be maintained under a separate billing code in their timesheets. Any travel will be maintained on a separate monthly travel form.

EXHIBIT III – Budget/Budget Narrative

Executive Staff/Board Administration: \$155,403.38

Rates include fringe benefits

CSCLM reserve the right to substitute staff where different expertise exceeds staff listed, but will not exceed total staff costs.

Name/Position	Weeks	Hours/Wk	Rate#	Total
Rusty Skinner	21.4	45	\$ 80.42	\$ 77,444.46
Kathleen Woodring	21.4	35	\$ 66.02	\$ 49,448.98
Laura Byrnes-Communication	21.4	2	\$ 45.80	\$ 1,960.03
Dale French- Direct Provider/contracts/RSO	21.4	15	\$ 55.37	\$ 17,773.77
Cory Weaver-Performance management/Reports	21.4	10	\$ 41.01	\$ 8,776.14

IT Services: \$24,075.00

Transition Services Contract @ \$1125.00 weekly at 21.4 weeks

Workforce Services Plan Development: \$8995.00

Contract with Thomas P. Miller & Associates to develop the Four Year Workforce Services Plan as required under WIOA.

Staff Training: \$5940.00

Business Services and Business Outreach training to be provided to six (6) CSNCFL staff through an existing agreement between CSCLM and TAD Grants at a rate of \$990.00 per staff.

Staff Travel: \$1047.53

Staff travel to and from CSNCFL offices located in Gainesville and Starke at an average of 110 miles weekly X 21.4 weeks at .445 per mile.

Total: \$195,460.91

Indirect Cost Rate @ 25.95%: \$50,722.10

Overhead @ 15%: \$29,319.14

Total Funding Request: \$275,502.15

EXHIBIT IV – Performance Requirements

Not Applicable for Administrative Entity Services

EXHIBIT V – Job Descriptions and Resumes

Not applicable

EXHIBIT VI – Salary Structure

Included in Exhibit III as part of budget.

EXHIBIT VII – RFP/ITN Page Noting Option to Renew (Excerpt from ITN)

Emergency contract, Sole Source approved by the Department of Economic Opportunity

EXHIBIT VIII – Report of Additional Funding/Expenditures Form

(Example of Form)

TO: CareerSource North Central Florida

WORKFORCE CONTRACT AGREEMENT NUMBER	
GRANTEE OF ADDITIONAL FUNDING (Name/Address):	
ADDITIONAL FUNDING APPROVAL DATE:	

FUNDING/EXPENDITURE INFORMATION

a. Funding/Grant Amount	\$	
b. Funds Received to Date	\$	
Funds Allocated in the Following Manner:		
c.	\$	
d.	\$	
e.	\$	
f.	\$	
g.	\$	

<p style="text-align: center;"><u>SIGNATURE OF PERSON AUTHORIZED IN AGREEMENT</u></p> <p>I hereby certify that the foregoing is a complete report of all additional funding that has/will be received, directly or indirectly, in addition to the funds received by CareerSource Citrus Levy Marion in reference to the Project.</p> <p>_____</p> <p>Signature: _____</p>	<p>_____</p> <p>Title</p>	<p>_____</p> <p>Date</p>
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FM-WC-019.Rev. Feb 1, 2013

EXHIBIT IX

Sub-recipient DUNS and Federal Award Identifiers

1. Federal Award Identification

- **Subrecipient: Citrus Levy Marion Regional Workforce Development Board, Inc. (dba CareerSource Citrus Levy Marion)**
- **DUNS number: 125116793**
- **Federal Award Name: WIOA Youth/Adult/Dislocated Workers Formula**
- **Federal Award Date: 7/01/2019**
- **Sub-award Performance Period: 02/01/2020 through 06/30/2020**
- **Funds Obligated to Sub-recipient: \$275,502.15**
- **Federal Awarding Agency, Pass-through entity and Awarding Official Contact: None**
- **CFDA: Adult 17.258, Dislocated Worker 17.278, Youth 17.259**
- **Is Award considered a Research and Development Award: No**
- **Indirect Cost Rate for the Federal Award: N/A**
- **Sub-recipient Indirect Cost Rate: 25.95%**

2. Requirements/Additional Requirements: explained in attached Scope of Work

EXHIBIT – X

SIGNATURE PAGE

IN WITNESSES WHEREOF, the parties hereto have duly executed this Contract and in signing on the date written below, thereby validating this Contract, the parties also certify that each possesses legal authority to contract and bind their respective organizations in their capacity as a signatory official.

**Alachua Bradford Workforce
Development Board**

**Citrus Levy Marion Regional
Workforce Development Board**

BY: _____
Signature

BY: _____
Signature

Typed Name of Signee

Typed Name of Signee

Board Chair
Title

Title

Date

Date

WITNESSES:

WITNESSES:

Signature

Signature

Signature

Signature